SP0300-02-R-7054

CAUTION NOTICE

This acquisition is for Bakery items for the MRE program. Procurement shall be Procured as Set aside for Small Business Concerns. Best Value Continuum Procedures, specifically the Trade-off Process, shall be utilized.

Note the following:

This is an indefinite quantity contract (IQC) as provided in FAR Clause 52.216-22, Indefinite Quantity. In an IQC, the government awards a range of quantities Rather that a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the government is obligated to order and is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity) which is the largest quantity the government may order and which the contractor agrees to provide if ordered. The government may order any quantity within the range. Sometimes an estimated quantity is also stated, which is within the IQC range.

While the entire solicitation is important, please note Sections K, L and M.

Five attachments:

Attachment 1: **PCR-C-007A** 16 October 2001 **Pound Cakes and Brownies**

Attachment 2: **MIL-C-44072C** April 1990 **Chocolate Covered Cookies**

Attachments 3, 4 and 5 – **PCR-W-001, Specifications and Quality Assurance Provisions and Packaging requirements for PCR-W-001** for **Wheat Snack Bread**

SOLICITATION AND OFFER

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9	PAGE 1 OF 119 PAGE(S)

2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	5. REQUISITION/PURCHASE REQ NO.
SP0300-02-R-7054	☐ SEALED BID (IFB) ☒ NEGOTIATED	JUN 10, 2002	ARS02086000100

6. ADDRESS MAILED OFFER TO:	CODE SP0 300	7. DELIVER HANDCARRIED OFFER, INCLUDING DELIVERY BY COMMERCIAL CARRIER, TO:
DEFENSE LOGISTICS AGENCY DEFENSE SUPPLY CENTER PHILADELPHIA PO BOX 56667 PHILADELPHIA, PA 19111-6667		DEFENSE SUPPLY CENTER PHILADELPHIA BUSINESS OPPORTUNITIES OFFICE BLDG. 36, 2ND FLOOR PHILADELPHIA, PA 19111-5092

6A. FOR INFORMATION CALL (No Collect Calls)	7A. ADDRESS ELECTRONIC TRANSMISSIONS To:
Sandra Murray (215) 737-7338	Facsimile Numbers: 215-737-9300, 9302, 9302 or 9303
6B. PURCHASING AGENT: Sandra Murray CONTRACTING OFFICER: Thomas L. Gordon OFFICE SYMBOL: DSCP-HRAC	

SOLICITATION

8. Sealed offers will be received at the Defense Supply Center Philadelphia, Business Opportunities Office, Bldg. 36-2-S, until (hour) 3:00PM local time (date) July 23, 2002 . To assure prompt delivery, mailed offers should be addressed per block 6, electronic transmissions per block 7A, and handcarried offers delivered to the specific location set forth in block 7. If offering, your reply envelope must be plainly marked with the solicitation number, date, and time set forth for receipt of offers.

CAUTION:
FAILURE TO SUBMIT OFFER: When not responding to the solicitation with an offer, complete the reverse side, fold, affix postage and mail.
If the solicitation is a sealed bid, see the provision at 52.214-9 in Section L. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS:
See Section L, provision 52.214-7 if the solicitation is a sealed bid.

8A. NOTICE: ANY CONTRACT AWARDED TO A CONTRACTOR WHO, AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A NOTICE OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY, IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

9. THIS SOLICITATION IS FOR Pound Cakes , brownies, chocolate covered oatmeal cookies, wheat snack bread (MFE's) AND IS

- ☐ HubZone Small Business Set-Aside
- ☐ Price Evaluation Preference
- ☐ Total Set Aside for SDB Concerns
- ☒ Total Set Aside for Small Business Concerns
- ☐ Partial Set-Aside for Small Business Concerns with Preferential Consideration for SDB Concerns
- ☐ Unrestricted Acquisition with Evaluation Preference for SDB Concerns
- ☐ Unrestricted Acquisition

OFFER (MUST BE FULLY COMPLETED BY OFFEROR)

NOTE: ITEM 10 DOES NOT APPLY IF THE SOLICITATION INCLUDES SECTION K PROVISION NO. 52.214-16, MINIMUM BID ACCEPTANCE PERIOD

10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

11. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS _____ %

12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

13. CAGE CODE _____ FACILITY CODE _____

NAME AND ADDRESS OF OFFEROR (Street, City, County, State and Zip Code)

☐ Check if remittance address is different from above. Enter such address in schedule (see DSCP Provision 52.242-9P18).

AREA CODE AND TELEPHONE NO.

14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15. SIGNATURE

16. OFFER DATE

SOLICITATION NO. SP0300-02-R-7054	PAGE 2	OF 119

NO OFFER SUBMITTED FOR REASON(S) CHECKED

	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	NO OPEN PRODUCTION CAPACITY AT PLANT		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER *(Specify)*		
	WE DO		WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE SOLICITATIONS OF THE TYPE OF ITEM*(S)* INVOLVED

NAME AND ADDRESS OF FIRM *(Include zip code)*	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX STAMP HERE

SOLICITATION NO. SP0300-02-R-7054

OPENING/CLOSING DATE AND LOCAL TIME OPENING: JUNE 10,2002 CLOSING: JULY 23, 2002 3:00 PM

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Integrated Pest Management Program Requirements for Operational Rations Page 110

Contractor Sanitation Program – Operations Rations Page 117

SECTION B – SUPPLIES/SERVICES

MRE COMPONENTS are F.O.B. Destinations, and shall be priced to the following three F.O.B destinations: McAllen, TX; Evansville, IN; Mullins, SC. These components are for use in the MRE ASSEMBLY. This acquisition is set aside for small business concerns and the following size standards apply 311812 – 500 employees (includes items 0001 through 0007 and 0009); and 311821 – 750 employees (includes item 0008).

NOTE: Firms should be cautioned that the listed destinations are for pricing purposes. Please furnish unit price for each destination. Actual quantities and shipping information will be provided in the individual delivery order(s).

There are nine flavors of pound cakes listed in schedule C. However,
Please note MRE XXIII is using only the six flavors listed below.
The flavors are interchangeable and may be used in the option years.

0001 Cake, Shelf Stable, Vanilla Pound, Water Activity Stabilized, 2.50 oz., flexibly packaged, Type, I, Flavor 1, PCR-C-007A, NSN: 8920-01-348-4694

0002 Cake, Shelf Stable, Pineapple Pound, Water Activity Stabilized, 2.50 oz., flexibly packaged, Type I, Flavor 4, PCR-C-007A NSN: 8920-01-348-4693

0003 Cake, Shelf Stable, Lemon Poppy Seed Pound, Water Activity Stabilized, 2.5 oz., flexibly packaged, Type I, Flavor 6 PCR-C-007A, NSN: 8920-01-458-0130

0004 Cake, Shelf Stable, Spice Pound, Water Activity Stabilized, 2.5 oz., flexibly packaged, Type I, Flavor 7 PCR-C-007A, NSN: 8920-01-480-4436

0005 Cake, Shelf Stable, Almond Poppy Seed Pound, Water Activity Stabilized, 2.5 oz., flexibly packaged, Type I, Flavor 8 PCR-C-007A, NSN: 8920-01-492-5544

0006 Cake, Shelf Stable, Pumpkin Pound, Water Activity Stabilized, 2,5 oz., flexibly packaged, Type I, Flavor 9 PCR-C-007A, NSN: 8920-01-492-5677

0007 Fudge Brownie with Chocolate Drops, Water Activity Stabilized, flexibly packaged, Type II, Flavor 1 PCR-C-007A, NSN: 8920-01-381-5715

0008 Chocolate Covered Oatmeal Cookie, Rectangular shaped, 3 ½ X 2 ½ inch max., 7/16 inch maximum thick, 1 per bag, 43-56 grams, flexibly and vacuum packaged, Type II, MIL –C-44072, NSN: 8920-00-149-0794

0009 Wheat Snack Bread, Shelf Stable, Fortified, min 2 oz (56.7 g), flexibly packaged, PCR-W-001 NSN: 8920-02-458-7325

Requirements are listed below:

Base Year

Line Item	Component	Minimum Quantity	Estimated Quantity	Maximum Quantity	Unit Price
	Pound Cakes (0001 – 0006)				
0001	**Vanilla**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0002	**Pineapple**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0003	**Lemon Poppy Seed**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0004	**Spice**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0005	**Almond Poppy Seed**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0006	**Pumpkin**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____

0007	**Fudge Brownie**	**2,610,000**	**2,900,000**	**5,800,000**	**TX_____ IN_____ SC_____**
0008	**Oatmeal Cookie (Choc. Cov)**	**1,305,000**	**1,450,000**	**2,900,000**	**TX_____ IN_____ SC_____**
0009	**Wheat Snack Bread**	**13,050,000**	**14,500,000**	**29,000,000**	**TX_____ IN_____ SC_____**

Option Year One

Line Item	Component	Minimum Quantity	Estimated Quantity	Maximum Quantity	Unit Price
	Pound Cakes (0001 – 0006)				
0001	**Vanilla**	**1,305,000**	**1,450,000**	**2,900,000**	**TX_____ IN_____ SC_____**
0002	**Pineapple**	**1,305,000**	**1,450,000**	**2,900,000**	**TX_____ IN_____ SC_____**
0003	**Lemon Poppy Seed**	**1,305,000**	**1,450,000**	**2,900,000**	**TX__ IN_____**
0004	**Spice**	**1,305,000**	**1,450,000**	**2,900,000**	

					TX_____ **IN**_____ **SC**_____
0005	**Almond Poppy Seed**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0006	**Pumpkin**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0007	**Fudge Brownie**	**2,610,000**	**2,900,000**	**5,800,000**	**TX**_____ **IN**_____ **SC**_____
0008	**Oatmeal Cookie (Choc. Cov)**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0009	**Wheat Snack Bread**	**13,050,000**	**14,500,000**	**29,000,000**	**TX**_____ **IN**_____ **SC**_____

Option Year Two

Line Item	Component	Minimum Quantity	Estimated Quantity	Maximum Quantity	Unit Price
	Pound Cakes (0001 – 0006)				
0001	**Vanilla**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0002	**Pineapple**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0003	**Lemon Poppy Seed**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0004	**Spice**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0005	**Almond Poppy Seed**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0006	**Pumpkin**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0007	**Fudge Brownie**	**2,610,000**	**2,900,000**	**5,800,000**	**TX**_____ **IN**_____

					SC_____
0008	**Oatmeal Cookie (Choc. Cov)**	**1,305,000**	**1,450,000**	**2,900,000**	**TX**_____ **IN**_____ **SC**_____
0009	**Wheat Snack Bread**	**13,050,000**	**14,500,000**	**29,000,000**	**TX**_____ **IN**_____ **SC**_____

CONTRACT PRICING

Contracts that result from this solicitation will be Indefinite Quantity Contracts (IQC's).
In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obligated to order and which is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity), which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The Government may order any quantity within the range. Sometimes an estimated quantity is stated also; this may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

In this solicitation, the estimated quantities are 100% of the quantity needed. The IQC minimum and IQC maximum quantities for each line item are as follows:

Base Year: IQC Minimum 90% of the Estimated Quantity
IQC Maximum 200% of the Estimated Quantity

Option Year 1 and Option Year 2
IQC Minimum 90% of the Estimated Quantity
IQC Maximum 200% of the Estimated Quantity

Since this is a multisource (more than one award is contemplated, and more
Than one award may be made for each item), the IQC minimum and IQC maximum
For each award will be a proportion of the overall quantity range; For example, if two equal awards are made for the entire solicited quantity, each awardee would receive half of the overall IQC minimum and half of the overall IQC maximum..

Tiered pricing is permitted. "Tiered Pricing", also called block bidding, means an offer

Of different prices for different quantities of an item (usually lower prices for higher Quantities). Since the Government is obligated to purchase only the IQC minimum quantities, the quantity tiers in tiered-price offers should refer to overall IQC minimum quantities. For example, an offer like this

1,000 to 1,999 units	$1.00 per unit
2,000 to 2,499 units	$0.95 per unit
2,500 to 2,999 units	$0.90 per unit
3,000 to units or more	$0.85 per unit

would be understood to mean that if the overall IQC minimum quantity awarded to that offeror falls between 1,000 units and 1,999 units, the offeror's price would be $1.00 per unit for any quantity ordered up to the overall IQC maximum awarded. In that example, if the overall award was for an IQC minimum of 1,500 units and IQC maximum of 2,500 units, the price for any quantity ordered within that range would be $1.00 per unit. This kind of tiered pricing – based on overall minimum quantities awarded (IQC minimum tiers) – will be considered in the evaluation of offeror award. We urge that you use the following caption to designate this kind of tiered pricing: "Price Tiers for Overall IQC Minimum Quantities Awarded."

Another kind of tiered pricing may be offered but will not be a factor in the evaluation of proposals for award. A contractor may wish to provide an inducement for the Government to order quantities beyond the IQC minimum. To that end, the proposal might provide tiered pricing for quantities actually ordered during the contract term, as distinguished from tiered pricing for IQC minimum quantities awarded. We urge that to avoid misunderstanding, such tiers be captioned "Price Tiers for Quantities Actually Ordered".

Such price tiers may be offered in conjunction with IQC minimum quantity tiers or may be in addition to such tiers. But please remember, that price tiers for quantities actually ordered (order tiers) will not be considered in the evaluation of offers for award. If such a proposal were accepted, the order tiers would be included as a term of the awarded contract. In the above example, if the tiered price offered were captioned:

"Price Tiers for IQC Minimum Quantities Awarded
and also
Price Tiers for Quantities Actually Ordered"

the contract price for quantities ordered between 1,500 and 1,999 units would be $1.00 per unit, and the contract price for the 500 units – quantities ordered between 2,000 and 2,499 units – would be $0.95 per units; etc. (Each tier price would apply only to the quantities in the tier; orders in the higher quantity/lower-priced tier would not cause repricing of quantities already ordered in the higher priced tier.) However, the evaluation of proposals for award would consider only the $1.00 per unit price, since the evaluation is based on IQC minimum quantities.

Option:

This acquisition contains two one-year options. Acceptance of the option provision(s)/clause(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

Option Pricing:

Failure to indicate offer of the option by annotating the offeror's option price in the schedule at Section B may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal.

Offerors may offer option unit prices, which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

Prior to the award of any contract which will contain one or more priced options totaling $500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

SECTION C POUND CAKES AND BROWNIES

C-1 NSN/ITEM DESCRIPTION

8920-01-348-4694
Cake, Shelf Stable, Vanilla Pound, Water Activity Stabilized, 2.50 oz, flexibly packaged, Type I, Flavor 1

8920-01-348-4692
Cake, Shelf Stable, Lemon Pound, Water Activity Stabilized, 2.50 oz, flexibly packaged, Type I, Flavor 2

8920-01-348-4691
Cake, Shelf Stable, Orange Pound, Water Activity Stabilized, 2.50 oz, flexibly packaged, Type I, Flavor 3

8920-01-348-4693
Cake, Shelf Stable, Pineapple Pound, Water Activity Stabilized, 2.50 oz, flexibly packaged, Type I, Flavor 4

8920-01-348-4690
Cake, Shelf Stable, Chocolate Mint Pound With Chocolate Drops, 2.50 oz, flexibly packaged, Type I, Flavor 5

8920-01-458-0130
Cake, Shelf Stable, Lemon Poppy Seed Pound, Water Activity Stabilized, 2.5 oz, flexibly packaged, Type I, Flavor 6

8920-01-480-4436
Cake, Shelf Stable, Spice Pound, Water Activity Stabilized, 2.5 oz, flexibly packaged, Type I, Flavor 7

8920-01-492-5544
Cake, Shelf Stable, Almond Poppy Seed Pound, Water Activity Stabilized, 2.5 oz, flexibly packaged, Type I, Flavor 8

8920-01-492-5677
Cake, Shelf Stable, Pumpkin Pound, Water Activity Stabilized, 2.5 oz, flexibly packaged, Type I, Flavor 9

8920-01-381-5715
Fudge Brownie with Chocolate Drops, Water Activity Stabilized, 3.00 oz, flexibly packaged, Type II, Flavor 1

C-2 PRIME DOCUMENT:

PCR-C-007A, 16 OCTOBER 2001, CAKES AND BROWNIES, SHELF STABLE

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

C-4 MISCELLANEOUS REQUIREMENTS

DEFINITIONS

Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end-item, i.e., the consumption of the ration.

Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The provisions contained in Title 21, Chapter 1 Code of federal Regulations, part 110 “Current Good Manufacturing, Packaging or Holding Human Food” are required.

Sanitary Requirements:

As required by 48 CFR 246.471—1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, “Sanitary Conditions (Jan 1992 DSCP)” contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, published by the U.S. Army Veterinary Command (**VETCOM)**, or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and Directory
listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

THERE ARE NO CHANGES TO PCR-C-007A, CAKES AND BROWNIES, SHELF STABLE, October 16, 2001.

SECTION D PACKAGING/LABELING/PACKING/MARKING/UNITIZATION POUND CAKES AND BROWNIES

D-1 PACKAGING In accordance with D-1 Packaging of PCR-C-007A.

D-2 LABELING In accordance with D-2 Labeling of PCR-C-007A.

D-3 PACKING In accordance with D-3 Packing of PCR-C-007A.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marking for maintenance of lot from processor to assembler.

D-4 MARKING In accordance with D-4 Marking of PCR-C-007A.

D-5 UNITIZATION In accordance with ASTMD 3951-90 Clause 5.1.5

SECTION C Chocolate Covered Oatmeal Cookie

C-1 NSN/ITEM DESCRIPTION

8920-00-149-0794
Cookie, Oatmeal, Chocolate Covered, Rectangular Shaped, 3 ½ inch by 2 ½ inch max, 7/16 inch max thick, 1 per bag, 43 gram, flexibly and vacuum packaged, Type II

C-2 PRIME DOCUMENT:

MIL-C-44072C, COOKIES, OATMEAL; CHOCOLATE COVERED, APRIL 30, 1990.

C-3 DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

C-4 MISCELLANEOUS REQUIREMENTS

DEFINITIONS

Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgement and experience indicate is likely to prevent the performance of the major end-item, i.e., the consumption of the ration.

Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The provisions contained in Title 21, Chapter 1 Code of federal Regulations, part 110 “Current Good Manufacturing, Packaging or Holding Human Food” are required.

Sanitary Requirements:

As required by 48 CFR 246.471—1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-

9P31, “Sanitary Conditions (Jan 1992 DSCP)” contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, published by the U.S. Army Veterinary Command (**VETCOM)**, or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and Directory
listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

C-5 ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

The following changes apply to Military Specification MIL-C-44072C, Cookies, Oatmeal; and Brownies, Chocolate Covered, 30 Apr 90;

Page 1, paragraph 1.2, line 4, delete "bars" and insert "s" after "cookie".

Page 2, delete line 6 "Military" and line 7 "MIL-C-10928...Confections".

Page 4, paragraph 3.2.1, line 3, after "sugar", and before "to", insert "in the brownie formula".

Paragraph 3.2.3, line 3, delete "cookie bar" and insert "oatmeal cookies".

Page 5, paragraph 3.2.4, line 3, delete "All.....excluded." and substitute "Coconut and palm kernel oils may be used only in the coating."

Page 6, paragraph 3.2.14, delete entirely.

Page 7, below 3.2.17, add the following new paragraphs:

3.2.18 Emulsifiers. Lecithin, Polyoxyethylene (20) Sorbitan Monostearate, and Sorbitan Monostearate shall comply with the Food Chemicals Codex.

3.2.19 Fat. Vegetable fat for the chocolate coating shall be natural or hydrogenated coconut, palm kernel, Babasu, Tucum, or other high Lauric acid oils or mixtures thereof, or a mixture of one or more of these with not more than 25 percent hydrogenated peanut oil or cottonseed oil, or both combined. The fats shall have a minimum stability of 100 hours when measured by the Active Oxygen Method (AOM). They shall retain satisfactory odor, flavor, and color after heating to a temperature of 400 degrees F. The free fatty acid content shall be not greater than 0.08 percent prior to the addition of an antioxidant mixture or 0.11 percent after the addition of antioxidant mixture a, b, c, d, or e specified in 3.2.19.1. The moisture and volatile matter shall not exceed 0.1 percent after the addition of anti oxidant mixture a, b, c, d, or e. The fat shall be adequately protected against oxidative rancidity at time of manufacture or by the processor by the addition of 0.1 percent by weight of an antioxidant mixture specified in 3.2.19.1. The melting point and solid fat indices shall be as follows:

Wiley Melting Point: 117 degrees F to 119 degrees F

Solid Fat Index:	Degrees F	Percent Solid
	50	68
	70	58
	80	52
	92	30
	110	12 maximum.

3.2.19.1 Antioxidant mixture. Antioxidant mixtures shall consist of ingredients in the proportion specified as follows:

Ingredient	Percent of mixture				
	a	b	c	d	e
Edible solvent, not more than			70	74	60	67	70
Butylated hydroxyanisole, not less than	20	20	20	4	20		
Butylated hydroxytoluene, not less than			--	--	20	20	--
Citric acid	4	6	--	4	4		
Propyl gallate, not less than			6	--	--	5	--
TBHQ (Tertiary butylhydroquinone), not less than	--	--	--	--	6		

Any one of the mixtures may be used. Antioxidants shall comply with the Food Chemicals Codex."

Page 7, paragraph 3.3, line 1, delete "and cookie Bar" and substitute ", oatmeal cookie and chocolate coating".

Page 7, paragraph 3.3.1, line 7, after "4/" add ", 5/".

Page 8, paragraph 3.3.1, after "preparation." and prior to paragraph 3.3.2 add, "5/ Whole eggs, dried, may be substituted for whole eggs (liquid basis) by following the manufacturer's recommended rehydration and mixing procedures and shall have no less than the equivalent amount of whole egg solids as the liquid basis. The water shall be adjusted to ensure compliance with moisture requirements of the baked brownie prior to coating."

Page 8, paragraph 3.3.5, line 2, delete "(see 3.2.14)" and substitute "(see 3.3.10 and 3.3.11)".

Page 9, paragraph 3.3.6, line 1, prior to "formula", delete "cookie bar" and insert "oatmeal cookie".

Page 9, paragraph 3.3.7, line 1, delete "cookie bar" and insert "oatmeal cookie"; line 3, delete "cookie bars" and insert "oatmeal cookies".

Paragraph 3.3.8, line 1, delete "cookie bar" and insert "oatmeal cookie".

Paragraph 3.3.9, line 1, prior to "coating", delete "cookie bar" and insert "oatmeal cookie"; prior to "shall", delete "cookie bars" and insert "oatmeal cookies".

Below 3.3.9, add the following new paragraphs:

"3.3.10. Chocolate coating formula. The formula for the chocolate coating shall be as follows:

Ingredient 1/	Percent by weight
Cocoa powder, medium	not less than 8.0
Nonfat dry milk	not less than 12.0
Added fat	not less than 30.0
Lecithin	not more than 0.2
Sorbitan monostearate	not more than 0.5
Polyoxyethylene (20) sorbitan monostearate	not more than 0.5
Sugar	not more than 48.5
Salt (per 100 pounds of coating)	2 ounces
Vanillin (per 100 pounds of coating)	1 ounce

1/ The coating shall be enriched with vitamins as specified in not less than the following amounts:

Thiamine (as thiamine mononitrate)	8.0 mg per pound
Pyridoxine (as pyridoxine hydrochloride)	8.0 mg per pound
Ascorbic acid (Vitamin C)	320.0 mg per pound
Vitamin A	20,000 I. U. per pound

(NOTE: Estimated loss of vitamins due to processing is approximately 15 percent for all but thiamine which is about 30 percent. The amounts cited above shall represent after-processing values.)

3.3.11 Chocolate coating preparation. The formula for chocolate coating shall be blended on a dry-solids basis. Sorbitan monostearate and polyoxyethylene (20) sorbitan monostearate shall be melted, mixed with the added fat and the dry-solids blend and brought to a temperature of not less than 150 degrees F. The mixture shall be held at that temperature or higher for a period of at least 30 minutes. The coating shall be refined (20 microns or less, 7/10,000 inch) so that it has a smooth mouthfeel without grittiness. The coating shall be such that, when the vacuum packaged product (at least 72 hours after manufacture) is held at a temperature of 100 degrees f for two hours, the product can be easily removed from the bag without loss of coating. The product shall be allowed to cool at a temperature between 40 and 70 degrees F for resolidification to occur for approximately one hour prior to performing the test. The chocolate coating shall be Salmonella free (see 4.5.1.4)."

Page 9, paragraph 3.4, line 1, delete "cookie bars" and insert "oatmeal cookies".

Page 10 paragraph 3.4g delete entirely and substitute,
"g. The weight of the coated brownie shall be not less than 46 grams.";

Paragraph 3.4k delete entirely and substitute,
"k. The weight of the coated oatmeal cookie shall be not less than 43 grams."

Page 10, paragraph 3.4i, and 3.4j, line 1, delete "cookie bar" and insert "oatmeal cookie".

Page 10, paragraph 3.4, below subparagraph k, add the following new subparagraph:

"l. The chocolate coating shall be free from cracks, chips, or rough spots."

Page 12, below paragraph 4.5.1.3, insert the following new para:

"4.5.1.4 Chocolate coating microbiological certification. The chocolate coating shall be Salmonella free when tested in accordance with the Official Methods of Analysis of the AOAC, method 967.26. The chocolate coating may be accepted on a contractor's Certificate of Compliance to the Salmonella requirement in 3.3.11. Any nonconformance to the requirement in 3.3.11 shall be cause for rejection of the component lot or any involved product."

Page 12, paragraph 4.5.2.2, lines 1, 2, 7, and 11, delete "cookie bar" and insert "oatmeal cookie".

Paragraph 4.5.2.3, line 1, insert "oatmeal" prior to "cookies"; line 2, delete "cookie bars" and substitute "oatmeal cookies", line 3, delete "individually".

Page 13 paragraph 4.5.3.1. line 4, delete "Any individual sample unit having a net weight.....shall be classified as a minor defect." and substitute "Any individual sample unit having a net weight of less than 46 grams for brownies or less than 43 grams for oatmeal cookie shall be classified as a minor defect."

Page 13, paragraph 4.5.3.1, line 6, delete "cookie bars" and insert "oatmeal cookies".

Page 13, Table I. :
Add new major defect, 111 - Presence of stress cracks or material degradation in the aluminum foil 4/;

Add new footnote, 4/ To examine for stress cracks, the inside surface of each side shall be placed over a light source and the outside surface observed for the passage of light. Observation of light through the bag material in the form of a curved or straight line greater than 2mm in length or smaller or of a single pinpoint of light shall be considered a pinhole. Observation of 10 or more pinholes per bag shall be evidence of material degradation.

Page 13, Move major defect 111 and the associated footnote from Table I. Filled and sealed bag defects to Table II. Product defects.

Add new minor defect, 204 - Presence of delamination 2/

Delete footnote 2/ entirely and insert, 2/ Delamination of the outer ply in the pouch seal area that can be propagated to expose aluminum foil at the food product edge of the bag after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise-counterclockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the bag material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernable resistance to the gentle lifting, the delamination shall be classified as a major defect. Additionally, spot delamination of the outer ply in the body of the bag that is able to be propagated beyond its initial borders is also a major defect. To determine if the delaminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent-marking pen. Open the bag and remove the contents. Cut the bag transversely not closer than 1/4 inch (+1/16 inch from the delaminated area. The bag shall be flexed in

the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be classified as a major defect.

Minor - Minor delamination of the outer ply in the bag seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor, outer ply delamination in the bag seal area or isolated spots of delamination in the body of the bag that do not propagate when flexed as described above shall be classified as minor defects.

Page 15, paragraph 4.5.3.4, Table II, add the following defects under major:

"107	Coating adheres to bag.	
108	Coating not free from cracks, chips, or rough	spots."

Page 15, Table II, Major 102, 105, 106 and Minor 102, delete "cookie bar" and substitute "oatmeal cookie".

Page 16, paragraph 4.5.4, Table III, add the following defects under "Major":

"107	Coating adheres to bag.	
108	Coating not free from cracks, chips, or rough	spots."

Page 16, paragraph 4.5.4, line 3, delete "cookie bars" and insert "oatmeal cookies"; line 4, delete "cookie bar" and insert "oatmeal cookies".

Table III, Major 102, 105, 106 and Minor 201 and 203, delete "cookie bar" and insert "oatmeal cookies".

Page 17, Add paragraph 4.5.5.1
4.5.5.1 Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer’s seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch shall be considered a test failure. Any test failure shall be cause for rejection of the lot.

Page 17, paragraph 5, line 1 after “Meal, Ready-to-Eat Individual”, add”/Food Packet, Long Range Patrol”
‘’ ‘’ line 6, delete “Ration”, insert “Meal”

‘’ ‘’ line 9, delete “RCW”, insert “MCW”

Page 17, paragraph 5.1.1, lines 1 and 2, delete "cookie bar" and insert "oatmeal cookie".

Page 17, paragraph 5.1.1.1, line 6, sentence 4, after “The exterior bag color”, insert “for MRE and LRP applications”
“ “ , line 8, sentence 5, delete “RCW” and insert “MCW”

Page 18, paragraph 5.1.1.1.2, line 1, delete "cookie bar" and insert "oatmeal cookie".

Pages 18 and 19, paragraph 5.1.2.1.1, line 3, delete "cookie bar" and insert "oatmeal cookie"; line 15, between "4" and "inches", insert "to 5-1/2"; between "5-1/4" and "inches", insert "to 5-1/2"; before "1/16", delete "+" and insert "+/-".

Paragraph 5.1.2.1.1 Bag forming, filling, and sealing., sentence 8, delete entirely "by 5-1/4 to 5-1/2 inches long (+1/16 inch)." and insert "by 5-1/4 to 6 inches long (+1/8 inch).

Page 19, paragraph 5.2, delete title and substitute: "Level C packing."

Paragraph 5.2.1 line 1, prior to "and", delete "cookie bars" and insert "oatmeal cookies"; prior to "or", delete "cookie bars" and insert "oatmeal cookies".

Para 5.2.2, delete entirely.

Page 20, paragraph 5.3.1, delete entirely. Insert new para. 5.3.1 as follows:
"5.3.1 Unit packs. Each unit (see 5.1.1) shall be clearly printed or stamped, in a manner that does not damage the pack, with permanent ink in large letters, which is free of carcinogenic elements or ingredients. The color of the printing ink shall conform to number 20045, 20122, 30045, 30099, 30108, 30111, or 30140, of FED-STD-595.
The information shall be located on the body of the pack not closer than 1/16 inch to any seal. If a non-contact type printer is used, the information may be located anywhere on the pack (in one complete print), except the closure seal area. The label shall contain the following information: Product name, Date 1/, Net weight, Contractor's name and address, FDA label of "Nutritional Facts" in accordance with the NLEA.

1/ Each pack shall have the date of pack noted by using a four-digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, March 19, 1995 would be coded as 5078. The Julian day code shall represent the day the product was packaged into the pouch.

Paragraph 5.3.2, lines 3-5, delete "In addition...5.3.2.1."

Paragraph 5.3.2.1, delete entirely.

Page 21, paragraph 6.5, line 2, delete "bars, dessert".

Page 22, Figure 1, Preformed bag, delete bag width "3-3/4" and substitute "3-1/4".

SECTION D PACKAGING/LABELING/PACKING/MARKING/UNITIZATION
Chocolate Covered Oatmeal Cookies

D-1 PACKAGING: In accordance with paragraphs 5.1, 5.1.1, 5.1.1.1, 5.1.1.1.1, 5.1.1.1.2 and figure 1, or 5.1, 5.1.1, 5.1.2.1, and 5.1.2.1.1 of MIL-C-44072C.

D-2 LABELING In accordance with paragraphs 5.3.1 of MIL-C-44072C.

D-3 PACKING In accordance with Level C – Paragraph 5.2 of MIL-C-44072C.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marking for maintenance of lot from processor to assembler.

D-4 MARKING In accordance with Paragraph 5.3 of MIL-C-44072C.

D-5 UNITIZATION In accordance with ASTMD 3951-90 Clause 5.1.5

Section C Wheat Snack Bread
C DESCRIPTION/SPECIFICATION Wheat Snack Bread

8920-01-458-7325 WHEAT SNACK BREAD, SHELF STABLE, Fortified, min 2 oz (56.7 g), flexibly packaged, PCR-W-001

PRIME DOCUMENT: PCR-W-001

DATE OF PACK: Acceptance will be limited to product processed & packed subsequent to date of award.

Sanitary requirements: As required by 48 CFR 246.471-1 subsistence, AR 40-657, veterinary/medical food inspection and laboratory service, DLAR 4155.3, inspections of subsistence and services, clause 52.246-9p31, "Sanitary Conditions (Jan 1992) DSCP" contained in the Solicitation for this product, as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command **(VETCOM**), or an establishment inspected and approved by the U. S Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies

to all Operational Ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

DEFINITIONS

CRITICAL DEFECT. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent performance of the major end-item.

MAJOR DEFECT. A major defect is a defect, other than critical, that is likely to reduce materially the usability of the unit of product for its intended purpose.

MINOR DEFECT. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

ADDITIONS/DELETIONS AND/OR SUBSTITUTIONS

THE FOLLOWING CHANGES APPLY TO: PCR-W-001. Wheat Snack Bread, Fortified, Packaged in a Flexible Pouch, Shelf Stable, August 14, 1998.

March 22, 1999

Calcium content changed

THE FOLLOWING CHANGES APPLY TO: Quality Assurance and Packaging Requirements of PCR-W-001, August 14, 1998.

February 3, 1999

Page 5/12 defect 107 (and its footnotes) deleted from table I.

May 21, 1999

Page 10/12 defect 105 added to table II

“ “ “, footnote 4 added.

“ ”, footnote 5 added.

“ “, shelf life redefined

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING
Wheat Snack Bread

PACKAGING: In accordance with D-1 Packaging of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001

PACKING: In accordance with D-3 PACKING of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER.

When the product processing plant and the ration assembler are located in close proximity to each other, an alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marking for maintenance of lot from processor to assembler.

LABELING: In accordance with D-2 LABELING of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001.

MARKING: In accordance with D-4 MARKING of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001.

UNITIZATION

Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G, requirements of DSCP Form 3507 (figure 5), except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

INSPECTION & ACCEPTANCE

In accordance with E-5 PACKAGING AND PACKING MATERIALS and E-6 QUALITY ASSURANCE PROVISIONS (PRODUCT) of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001

SECTION E INSPECTION AND ACCEPTANCE

NOTE: The Quality Assurance Provisions found in Section E of this solicitation and in Sections E of the Quality Assurance Provisions and Packaging Requirements for component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract.

NOTE: In any Performance-Based Contract Requirements, delete wherever found "The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are **recommended**." and substitute "The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are **required**.".

QUALITY ASSURANCE REQUIREMENTS FOR RATION COMPONENT PLANTS

E-1. For all Operational Rations components (MRE, RCW, Tray Pack, UGR, Unitized B, etc.), inspection shall be contractor paid USDA,AMS,FV,PPB inspection in accordance with DSCP Clause 52.246-9P09. Optional contractor testing provided by DSCP Clause 52.246-9P10 is applicable, unless otherwise specified by this solicitation/contract. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20. Far Clause 52.246-2 and 52.246-11 are applicable to this solicitation/contract and shall be cited to properly enforce the Higher Level Contract Quality requirements.

E-2. Higher Level Quality Requirements - Documented Quality Systems Plan (QSP)

The contractor shall model the documented QSP after ISO/ANSI/ASQC Q9001, a system that meets other recognized industry quality standards, or a process control system that is equivalent to or better than ISO/ANSI/ASQC Q9001. The contractor shall identify the quality standard used to model their QSP. If the contractor proposes an alternate (i.e., non-standard) process control system, this shall be clearly stated in the QSP. Regardless of the standard or non-standard document used to model the documented QSP, the documented QSP shall address, at a minimum, the following elements (within each section of the element the contractor shall provide the information and address the questions, as applicable, listed in the Operational Rations Documented QSP Evaluation Workbook I):

QSP General Outline

I. MANAGEMENT RESPONSIBILITY AND QUALITY SYSTEM DESIGN
II. TRAINING
III. DOCUMENT AND DATA CONTROL AND CONTROL OF QUALITY RECORDS
IV. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT
(IAW ANSI/NCSL Z540-1 or ISO 10012-1)
V. STORAGE AND HANDLING
1. Pest Management and Sanitation Program (may be submitted or addressed separately)
2. Handling, Storage, Packaging, Preservation, and Delivery Program
3. Product Identification and Traceability Program
4. Control of Nonconforming Product

VI. PURCHASING AND CONTRACT REVIEW
VII. RECEIPT INSPECTION AND TESTING

VIII. IN-PROCESS AND PROCESS INSPECTION AND TESTING (IAW DLAR CLAUSE 52-246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTION)
IX. REGULATORY CONTROLS (as applicable to the plant USDA-FSIS, FDA, GMP, ETC.)
X. STATISTICAL PROCESS CONTROL TECHNIQUES (IAW SPC QAP)
XI. END ITEM INSPECTION AND TESTING (IAW Item specifications, ANSI/ASQC Z1.4, ETC.)
XII. INTERNAL AUDITS
XIII. CORRECTIVE AND PREVENTIVE ACTION PROGRAM
XIV. THE COST OF QUALITY (Optional)

The QSP will be evaluated by DSCP-HROS' System Audit Team and the Government In-Plant QAR assigned to perform Government QA at the contractor's plant. DSCP-HROS' Systems Audit Team and the Government QAR will use the Operational Rations Documented QSP Evaluation Workbook I (in conjunction with the standard or other document identified in the contractor's QSP) as the basic framework against which they will evaluate QSPs. The QSP Evaluation Workbook I was developed to standardize the evaluations of documented QSPs (developed using ISO/ANSI/ASQC Q9001, other recognized industry quality standards, or a non-standard contractor's specific process control system) submitted by contractors for the purpose of demonstrating their capability to meet the higher level contract quality requirements using any of the aforementioned documents and for the Contracting Officer to assess a contractor's capability to meet the contract requirements. **NOTE:** Although the In-Plant Government QARs (USDA-AMS/U.S. Army Veterinary Services/DCMAO) are required to evaluate the contractors' QSPs, the QSP rating will be determined and assigned by DSCP-HROS.

Offerers/Contractors can request a copy of the Operational Rations Documented QSP Evaluation Workbook I by contacting their Contracting Officer or the DSCP-HROS' Systems Audit Program Manager. DSCP-HR will recognize a contractor's quality system whenever it meets the contract requirements, whether the quality system is modeled on military, commercial, national or international quality systems standards. The design and implementation of a QSP will be influenced by the varying needs of a company, its particular goals and objectives, the products produced, and the processes and specific practices employed in the operation.

The intent of the requirements is for contractors to improve process capability, process control which, when used effectively, can result in a prevention-oriented approach rather than a detection approach that will improve product quality, to lower cost through a single quality system in any contractor facility.

A documented QSP is required when a contract references or requires a contractor to perform under the higher level contract quality requirements. Contractors are responsible for complying with the quality system requirements set forth in their documented QSP in addition to all detailed requirements cited in the contract and for furnishing products which meet all requirements of the contract. Contractors are required to establish, document, submit for Government review, and maintain a quality system as a means of ensuring that product conforms to the requirements of the contract. The documented QSP shall include the quality system procedures and outline the structure of the documentation used in the quality system. When the Statistical Process Control Quality Assurances Provision (SPC QAP) and the DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection are applicable, the documented QSP must address the areas covered in the Provision and or Clause regardless of the standard selected/used by the contractor to develop their system. Redundant areas/requirements (cited in the MPC Clause or the SPC QAP) need only be addressed once in the QSP and must encompass the requirements of the most stringent document. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1 or ISO 10012-1).

The Higher Level Contract Quality Requirements, Manufacturing Process Controls (MPC) Clause 52.246-9001, and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all CFM and GFM food components and Sub Assembly and Assembly Operations, except as indicated below:

A. **SPC techniques are optional** for the following items: Beverage bases, cheese spreads, peanut butter, jellies/preserves, cocoa beverage, nut raisin mix, and bulk-packed* MRE crackers (MIL-C-44112) and oatmeal cookies, chocolate covered (MIL-C-44072). * Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

B. The following items are exempt from the Higher Level Contract Quality Requirements, MPC IAW Clause 52.246-9001 and the SPC QAP: Accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar; chow mein noodles; fruit bars (CID AA-20212); granola bars; osmotic fruit; cookies (CID AA – 20295, PCR-C-031, PCR-C-046); peanuts, roasted; snacks (CID AA-20195); sandwich crackers, flavored coffees (CID AA – 20336), sauces (CID AA – 20335, CID AA – 20259), and bulk packed items procured using the commercial components solicitation (e.g., candies). However, this does not prohibit the prime contractor from requiring it from their subcontractors on their own accord. Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

NOTE: TO THE EXTENT OF ANY INCONSISTENCY BETWEEN THE CONTRACT OR ITS GENERAL PROVISIONS AND A CONTRACTOR'S QSP AND OR IMPLEMENTED QUALITY SYSTEM, THE CONTRACT AND THE GENERAL PROVISIONS SHALL CONTROL.

The QSP shall be submitted to DSCP-HROS, through the Contracting Officer, for review no later than at time of bid submittal to determine if the QSP meets the acquisition needs. The QSP shall be DOCUMENTED, DATED, AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL and WILL BE DISTRIBUTED UNDER COMPANY LETTERHEAD TO THE ADDRESSEES BELOW:

1. ONE COPY SHALL BE MAILED (NO LATER THAN AT TIME OF BID SUBMITTAL) TO:

   DEFENSE SUPPLY CENTER PHILADELPHIA
   ATTN: DSCP-HROS (to the Systems Audit Program
   Manager through the Applicable Contracting Officer)
   700 ROBBINS AVE., BLDG 6
   PHILADELPHIA, PA 19111-5092

2. **USDA-AMS**: WHEN USDA IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO EACH OF THE FOLLOWING USDA OFFICE:

a. HEAD, DEFENSE CONTRACT INSPECTION SECTION
   USDA/AMS/FFV/PROCESSED PRODUCTS BRANCH
   P. O. BOX 96456
   ROOM 0726, SOUTH BLDG.
   WASHINGTON, DC 20090-6456

b. THE APPROPRIATE USDA-AMS INSPECTION OFFICE (WESLACO,EAST POINT, NORTH BRUNSWICK, SOUTH BEND, RICHMOND,ETC). THE CONTRACTOR/SUBCONTRACTOR SHALL CONTACT THE APPLICABLE AREA OFFICE OR USDA-DCIS FOR THE ADDRESS."

3. **US ARMY VETERINARY SERVICES**: WHEN THE ARMY VETERINARY INSPECTORS (AVI) ARE RESPONSIBLE FOR INSPECTION OF ASSEMBLY CONTRACTS, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO:

   COMMANDER
   U.S. ARMY VETERINARY COMMAND (MCVSF-OPERATIONAL RATIONS SECTION)
   2050 WORTH ST., SUITE 5
   FT. SAM HOUSTON, TX 78234-6005

4. **DCMAO**: WHEN DCMAO IS RESPONSIBLE FOR INSPECTION, ONE COPY SHALL BE **MAILED PRIOR TO THE INITIATION OF PRODUCTION** TO THE APPROPRIATE DCMAO OFFICE (CONTRACTOR/SUBCONTRACTOR SHALL CONTACT THE AREA DCMAO OFFICE IF DCMAO NOT ONE OF THE FOLLOWING OFFICES):

   DCMAO GARDEN CITY
   605 STEWART AVE.
   GARDEN CITY, NY 11530-4761

   DCMAO DAYTON
   1507 WILMINGTON PIKE
   DAYTON, OH 45444-5300

5. ONE COPY SHALL BE PERSONALLY DELIVERED TO THE RESIDENT INSPECTOR/QAR (USDA, DCMAO OR AVI AS APPLICABLE**) PRIOR TO THE INITIATION OF PRODUCTION**.

In-Plant Government QARs shall fax, e-mail, or mail (via priority mail) their evaluations and comments to the contractor's QSPs and/or QSP's revisions, within 20 calendar days from the day of receipt of the QSP/revision, failure to do so may result in DSCP-HROS not including the comments in Government joint evaluations. Government QARs are also required to report quality systems noncompliances within one working day using the Corrective Action Request (CAR) Form. QSP evaluation and CARs shall be faxed to the DSCP-HROS Systems Audit Program Manager at fax number (215) 737-0379, e-mail asanders@dscp.dla.mil, or mailed to the following address:

DEFENSE SUPPLY CENTER PHILADELPHIA
ATTN: DSCP-HROS (Systems Audit Program Manager)
700 ROBBINS AVE., BLDG 6
PHILADELPHIA, PA 19111-5092

During the Acquisition Phase: During the acquisition phase (prior to contract award), the documented QSP will only be considered either sufficient or insufficient for production (no unacceptable/acceptable rating will be assigned). If a plan as presented is determined to be insufficient for production (which would occur if it does not address the aforementioned minimum elements, the areas covered in the SPC QAP and DLAR Clause 52-246-9001 as applicable, or if it is determine that the plan as presented will result in an increase in the consumer's risk, production of nonconforming products or does not meet specification requirements/acquisition needs), the Contracting Officer, at his/her discretion, may provide the contractor with DSCP-HROS evaluation comments as to cause(s) of rejection and with an opportunity to resubmit the QSP. If a contractor has previously submitted a QSP and the rating was, at a minimum, marginally acceptable, the contractor

may reference this QSP by date and only changes need to be submitted at time of bid submittal for this or for future contracts.

After the Acquisition Phase: After the Acquisition Phase (after contract award), if the contractor submitted a new QSP, a rating of either acceptable, marginally acceptable or unacceptable will be assigned to the QSP and the contractor will be provided with an opportunity to submit changes to improve the plan throughout the life of the contract. DSCP-HROS, through the Contracting Officer, assigns QSP ratings and approves or disapproves changes to the QSP. However, to expedite the evaluation process, all QSP changes shall be simultaneously provided to the in-plant GQAR and a copy mailed to DSCP-HROS and each applicable office for their review. The GQAR's in-plant evaluation will be considered sufficient for production, unless specifically rejected by DSCP-HROS after the contractor submits the change to DSCP. The contractor's documented QSP is considered a living document. Implementation, compliance, effectiveness, and continuous improvement of the QSP and the implemented quality system will be monitored by on-site quality systems audits conducted throughout the life of the contract by DSCP-HROS Systems Audit Team and a representative form the applicable Inspection Agency and evaluation by the In-Plant Government QAR."

If a contractor fails to submit an acceptable QSP or copies of their QSP's revisions to the Government for review or does not comply with other requirements of the contract, the Government may decline to perform verification acceptance inspection at that time and or refuse to accept any product produced in accordance with FAR 46.102 and 46.407. Additionally, the Government may also withdraw the acceptance of a QSP during the contract period if it is determined that the contractor has not implemented, complied with the documented QSP, or the implemented quality system is not sufficient to meet minimum contractual requirements.

The offerer/contractor agrees to maintain current, and make available, all documents/records required by the documented QSP for Government review at any time throughout the life of the contract and for three years after final delivery on the contract (to include any documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

E-3. The following DLAR Clause 52-246-9001 is applicable to this contract for all bakery items:

52.246-9001
MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS
(OCT 1984, Revised 1997)-DLAR

This clause supplements paragraph 4.9 (Process Controls) of ANSI/ASQC Q9001, or equivalent standards with process controls, and is applicable when the contract requires a higher level quality system in accordance with FAR 46.202-4. The contractor shall:

(A) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, adequate production equipment and working environments.

(B) As a minimum, perform inspections (examinations and/or tests) during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure process controls are implemented and effective.

(1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.

(2) When in-process inspection of material is not practical, control by monitoring processing methods, equipment and personnel shall be provided. Both in-process inspection and process monitoring shall be provided when control is inadequate without both.

(3) Prompt corrective action shall be taken when noncompliance or out of control conditions occur. In the event appropriate corrective and preventive action fails to rectify the product noncompliance; correct the out of control conditions; and/or if these actions are not documented to ensure, to the satisfaction of the Government, that the production lot offered to the Government does not contain nonconforming product, then end item acceptance inspection, and/or acceptance of the end item by the Government may be denied IAW FAR 46.102 and 46.407.

(C) Clearly identify each in-process inspection and process control point at appropriate locations in the manufacturing operation.

(D) Prepare clear, complete and current written procedures for:

(1) Each in process inspection. Identify: the type, frequency and amount (sampling plan/100 percent) of inspection; product characteristics to be inspected; criteria for approving and rejecting product; the record for documenting inspection results, and the method for identifying the inspection status of approved and rejected product.

(2) Each process control. Identify: the criteria, frequency, and records used for verifying control of the process.

(3) Assessing the adequacy of in-process inspections and process controls. The contractor's Quality organization shall assure by periodic surveillance that procedures are followed and are effective. Records of this surveillance will be maintained.

(E) Make the documented inspection system available for review by the Government Quality Assurance Representative prior to the initiation of production and throughout the life of the contract.

The Government is under no legal obligation to perform verification inspection or to accept product produced under the contract until the Government has received acceptable written procedures, and has been afforded an opportunity to evaluate the inspection system. Acceptance of the contractor's inspection system by the Government does not bind the Government to accept any nonconforming supplies that may be produced by the contractor. Periodic evaluations of the system may be made by the Government throughout the life of the contract.

(End of Clause)

E-4. The following Statistical Process Control Quality Assurance Provision (SPC QAP) applies to this contract for Wheat Snack Bread, Pound Cakes, and Fudge Brownie with Chocolate Drops only:

QUALITY ASSURANCE PROVISION

Statistical Process Controls

DSCP-H-94-001

Quality Assurance Provision (QAP) - Statistical Process Controls (SPC). The requirements of this QAP shall be addressed in the Documented Quality System Plan (QSP) when applicable. Redundant areas/requirements cited in this QAP and the MPC Clause need only be addressed once in the QSP and must encompass the requirements of the most stringent document.

I. General Requirements:

A. The offerer/contractor agrees to manage and improve process performance through the evaluation of the quality of the product at the prime contractor and, when required by contract, at subcontractor facilities, using SPC techniques.

B. Minimum criteria are established in the American Society of Quality Control (ASQC) standards B.1, B.2 and B.3 (formerly the ANSI standards Z1.1, Z1.2, and Z1.3). Alternate SPC techniques such as short run methods are also allowed where applicable.

C. This QAP applies to all work performed at the prime contractor and, when required by contract, at subcontractor facilities. However, in those instances where it is not required of the subcontractor by contract, it does not prohibit the prime contractor from requiring it from their subcontractor of their own accord.

D. The implementation of SPC techniques and procedures shall be prepared in accordance with this provision and included in the documented QSP. Each offerer shall address the requirements of this QAP in their documented QSP (Element X) and included with the proposal, when applicable. Failure to do so may result in rejection of the offer.

E. Exclusion of SPC plan submission:

1. Offerers who consider themselves eligible for exclusion of the documented SPC submission, based on satisfactory utilization of a previously approved QSP for identical or similar supplies, are to submit a written request for exclusion (RFE) to the Procuring Contracting Officer (PCO).

The offerer shall identify in the RFE the contract number(s) under which the supplies were previously furnished by them and accepted by the Government; the applicable item nomenclature and National Stock Number(s); the date of the documented QSP plan to include revisions; the Government approval authority and date; and the Government office(s) where the documented QSP plan is maintained. In addition, only applicable QSP changes/revisions/updates need to be submitted along with the RFE at time of proposal. **NOTE:** Changes/revisions/updates must be well identified, dated and organized to facilitate posting to the QSP.

2. If SPC techniques were previously submitted and found acceptable (in a QSP previously submitted and maintained by DSCP-HROS), the offerer shall certify that the processes are in a state of statistical control, and that the products produced conformed completely to contractual requirements.

II. SPECIFIC REQUIREMENTS:

A. The offerer shall identify the characteristics to be controlled using SPC techniques. Application of SPC techniques shall be considered for all characteristics identified by performing pareto analysis on the defects from previous production, or projection of potential defects in future production, to discern the vital few and repetitive type failures from the trivial many. Additionally, offerors are encouraged to calculate quality costs to assist in determining what characteristics or processes to control statistically (QSP optional Element XIV). These defects, and all other characteristics identified by the offeror from process capability studies on current production, shall be subject to the application of SPC techniques. The characteristics requiring control will be those characteristics providing the best assurance of product conformance to contractual requirements. In addition to the characteristics identified by the offeror, the following characteristics designated by the PCO will be controlled using SPC techniques or other alternate controls. Alternate controls to SPC must be clearly identified and cross- referenced in Element VIII of the QSP (alternate control procedures shall be submitted to the PCO for his approval):

1. For Thermostabilized or Hot Filled Items: (1) Quad, quad/trilaminate pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals, etc.) (2) Tray pack can seam integrity, and (3) All thermostabilized items - the critical control points of the process schedule as determined by the contractor's Processing Authority and critical control points of the retort process schedule. The critical control points and the contractor's Processing Authority shall be clearly identified in the documented QSP (Section IX).

2. For Water Activity Stabilized Items: (1) Quad, quad/trilaminate pouch/tray integrity (absence of tears, cuts, holes, delamination, abrasions, leakage, and non-fusion bonded seals), etc.) (2) Tray pack can seam integrity, and (3) All water activity stabilized items - control of water activity, and oxygen scavenger placement. These control points shall be identified by the manufacturer and shall be provided as part of the SPC techniques.

3. Flameless Ration Heater (FRH): The FRH pad compound formulation and those processes that affect the uniformity of the pad matrix formulation and performance of the pad. The critical control points will be identified by the manufacturer of the FRH and provided as part of the SPC techniques.

4. Sub Assembly and Assembly Operations: The use of SPC and/or MPC is required, however, application of SPC techniques or MPC IAW Clause 52.246-9001 for the assembly and sub assembly processes shall be determined by the Sub Assembler or Assembler by performing a pareto analysis. **NOTE:** The critical control points for the assembly and subassembly processes will be identified by the assembler. The assembler/ sub assembler shall identify the type of controls (MPC, SPC, or both) being applied for each process identified.

5. For Other Items **SPC techniques are optional**:

a. Bulk-packed MRE crackers (MIL-C-44072) and oatmeal cookies, chocolate covered (MIL-C-44072), beverage bases, cheese spreads, peanut butter, jellies/preserves, cocoa beverage, and nut raisin mix, **are exempt from the SPC techniques only**.

b. The following items are exempt from the Higher Level Contract Quality Requirements, MPC Clause 52.246-9001 and this QAP: The accessory package components, hot sauce, bulk packed items (beef snacks; cereal treats; chocolate sports bar; chow mein noodles; fruit bars (CID AA-20212); granola bars; cookies (CID AA-20295, PCR-C-031, PCR-C-046); osmotic fruit; peanuts, roasted; snacks (PCR AA-20195); sandwich crackers, flavored coffees (CID AA – 20336), sauces (CID AA – 20335, CID AA – 20259), and items procured using the commercial components solicitation (e.g., candies). Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

6. The offeror shall identify in writing any changes to the characteristics initially identified (either offeror or Government designated), to be controlled using SPC to the PCO for review and determination of acceptability.

B. The SPC techniques will be evaluated as part of the documented QSP for the firm or firms eligible for award. The SPC program will be evaluated to determine if:

1. The plan addresses all required elements.
2. The information required is clearly identified.
3. Each element is adequately explained.
4. The contents of the documented QSP are adequate and will assure the successful implementation of SPC at the contractor's and/or subcontractor's (as applicable) plant.

NOTE: Evaluation of the documented QSP (and the SPC program) may require the Government to visit the contractor's and/or subcontractor's (as applicable) plant.

C. The PCO has final approval/rejection authority (based on recommendation provided by DSCP-HROS) of the documented QSP and the SPC techniques. Unacceptable or seriously deficient documented QSP may preclude the offeror from receiving an award. However, the PCO may permit an offeror to revise a deficient QSP provided it is reasonably capable of being made acceptable. Failure to negotiate an acceptable QSP may also preclude the offeror from receiving an award.

D. After award of the contract, the PCO will provide a copy of DSCP-HROS' QSP evaluation and rating sheet to the applicable contractor and the In-Plant Government QAR.

E. SPC Program: The SPC program shall cover, as a minimum, the following (this information may be covered under Element X or other applicable element of the QSP):

1. The characteristics (as designated by the Offeror and/or the Government) to be controlled using SPC techniques.
2. Operations where SPC will be implemented.
3. SPC methods to be applied.
4. Process capability studies to be completed.
5. Methods for control of vendor quality.
6. The sample size and frequency of measurements.
7. The criteria to be used in modifying sample size and frequency of measurements.
8. The audit procedures used to validate the accuracy, adequacy and interpretation of control charts.
9. Training and qualification requirements for personnel involved in SPC.
10. Criteria for determining an out-of-control condition.
11. Identification of personnel (by position) responsible for performing measurements and corrective actions.
12. General policy for applying SPC along with goals and commitment.
13. Documents and records utilized in the SPC program.
14. The corrective action procedures to be used and actions to be taken upon statistical signal of an out-of-control condition.
15. Documents that are the basis for their SPC program.
16. SPC structure within the corporation.
17. Test/measurement equipment calibration and control.

F. Structure: The SPC plan should be structured to cover the following areas (the information may be covered under Element X or other applicable element of the QSP):

1. Policy/Scope:

a. Applicability:
- What is the contractor's policy for applying SPC?
- What are contractor's goals and commitments regarding SPC and continuous process improvement?
- May also discuss alternatives to SPC that have successfully reduced/prevented the production of defects.

b. Applicable documents: List of documents that are the basis for the SPC program including, internal audits, text books, standards, and or Government documents.

2. SPC Management Structure (the following information may be covered under Element I or other applicable elements of the QSP):

a. SPC structure within the corporation. Include the relationship of quality to manufacturing and to the overall organizational structure.

b. Delineation of SPC responsibilities by position (who does what and when)?
- Who performs inspections?
- Who has responsibility and authority for acting on problems?
- Who decides on corrective action?
- Who implements the corrective action?
- Who performs audits?
- Who maintains control charts?

3. SPC Training: (the following information may be covered under Element II of the QSP):

- Delineate types and extent of training (academic, OJT, etc.) for various personnel disciplines.
- Who, how much, and where?
- Is there a certification/qualification procedure?

4. Vendor/Subcontractor/Purchase Controls (the following information may be covered under Element VI or other applicable element of the QSP):

- Are suppliers required to use SPC?
- To what extent are vendor's policies consistent with in-house policies and procedures?
- How is it determined that suppliers have adequate controls to assure no defectives are produced or delivered?
- Auditing - what, how often and to what standard?
- How are vendors' SPC programs approved?

5. Manufacturing Controls: (IAW DLAR Clause 52-246-9001 Manufacturing Process Controls and In-Process Inspection as applicable. The following information may be covered under Element VIII of the QSP):

- Delineate each manufacturing process (sequenced in relation to the processes flow or chain of events from ingredients to final shipment), the characteristic controlled, the control measures, and the location, type and number of machines involved in each process of the manufacturing system. **NOTE:** The description shall be sufficient to allow a reviewer unfamiliar with the item to properly assess the applicability of the control measures being proposed.
- How does SPC influence/feedback to set up and control of manufacturing machines and product?

6. Statistical Process Control Procedures (General):

a. Criteria for use of SPC -
- How is it determined which processes are appropriate for use of SPC?
- Are there different criteria for critical, major, minor characteristics?
- What actions are taken if SPC is not deemed appropriate for a particular process?

b. Process capability studies (application): A capability study must be conducted to determine the relationship of the natural manufacturing variability to the specified tolerance for each

characteristic specified.
- When are the studies to be performed, in relation to award of contract?
- What is trying to be controlled with the use of the SPC techniques?
- What sampling rationale is to be employed, in terms of location, stratification and sample sizes?
- How is the shape of the distribution determined?
- How is the standard deviation of the individuals calculated?
- What is to be done if normality does not apply?
- What criteria will be used to characterize capability?
- What is the policy when capability is determined to be poor or marginal?
- Give your definition of "poor" and "marginal".
- What will be done if the process proves to be not capable or not in control?

c. Control chart, policy:
- Types of charts and rationale for use.
- How limits are established.
- How limits are adjusted and how often.
- Criteria for action: out-of-control process.
- Criteria for action: nonconforming product.
- Criteria for sample size/frequency.
- General policy: production rate vs. inspection frequency.
- General policy: redundant actions (identical machines, identical stations).
- Policy for establishing rational subgroups.
- How is the process defined (i.e., is data sufficiently stratified?)
- SPC corrective actions/failure analysis program. Include typical actions to be taken by inspectors, operators, supervisors, and management.
- Are pertinent facts recorded on control charts (such as when raw material supply is changed).

d. Computer hardware/software used for SPC (if applicable).

7. Test/Measurement Equipment Calibration and Control:
Describe general policy for measurement and test equipment especially in regard to the use of SPC (this information may be covered under Element IV of the QSP).

8. SPC Auditing and Review Procedures (the following information may be covered under Element XII of the QSP):

- Audit of inspection accuracy (verification, inspection).
- Audit of control charting procedures.
- How is it determined that the charts are accurate and adequate?
- Discussion of how charts are kept, actions recorded, audit trails maintained, etc.)
- Reviews: Who participates? How often held? What will be discussed?

9. SPC Records. How the following records apply/correlate to the SPC program: Incoming inspection, manufacturing inspection, subcontractor inspection, internal and external failure reports, corrective action reports, control charts, scrap and rework reports, lessons learned, recommendations and feedback, etc. (This information may be covered under Element III of the QSP).

G. The offeror/contractor agrees to maintain current, and make available, all documents/records required by the SPC QAP and the documented QSP for Government review at any time throughout the life of the contract and for three years after final delivery on the contract (to include any

documents/records maintained by any subcontractor used by the prime contractor to fulfill a Government contract).

1. The contracting officer may, at any time during the life of the contract, withdraw acceptance of the documented QSP plan whenever the Government's evaluation or verification determines the system to be ineffective in supporting the quality requirements cited in the detailed specifications or in meeting other contractual requirements.

2. If there is any discrepancy between the contractor's documented QSP or the quality system implemented, the contract requirements (item specification and other requirements cited in the contract) shall take precedence.

H. When processes reach a state of statistical control and the product conforms completely to all contractual requirements, the offeror may petition the PCO, through the applicable CAO/IA for Government verification skip lot inspection and/or to reduce the contract acceptance sampling requirements. Previous contractual acceptance sampling criteria will not be changed until the PCO provides written approval to do so. The Government reserves the right to return to the original acceptance sampling requirements at any indication of a loss of process control or a degradation in the product conformance to contractual requirements (such as, but not limited to contractor requests for waivers and/or deviations and any other type of valid product or quality system nonconformance).

I. The documented QSP shall be documented, dated, and signed by a responsible company official, and will be distributed under company letterhead as indicated in paragraph E-1-A-1 “Higher Level Requirement - Quality Systems Plan (QSP)". The contractor is required to incorporate the requirements of this SPC QAP in the documented QSP (Element X and or cross-reference the required information within other elements of the QSP as applicable).

E-5. Packaging and Packing Materials (All bakery items)

Packaging components (e.g., cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape) are subject to DSCP Clause 52.246-9P20. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. DSCP Clause 52.246-9P20 shall also apply to bond strength tests on retort pouches.

E-6. Operational Ration Component Lot Number and Lot Inspection

Component lot number shall be defined as the Julian lot number assigned at the origin manufacturer's plant (the inspection lot shall include only product produced in one workshift). The Government QAR reserves the right to separate an inspection lot into smaller inspection lots. The Sample for Government and contractor's end item lot inspection may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. If stratified sampling is utilized (drawing subsamples from each sublot/subcode during production of the lot), the subsamples must be drawn at random from the sublot and not inspected until all the subsamples are combined to makeup the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection). For the Flameless Ration Heater, a lot is defined as the quantity of FRH(s) manufactured within a day; for Final Assembly Lots, a lot shall be defined as the quantity of filled and sealed (A and B) shipping containers assembled within a day; and for Over-wrapped items (not produced by the assembler), a lot

shall be defined as the quantity of over-wrapped filled and sealed bags/pouches over-wrapped within a day.

E-7. Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's Quality System Plan (QSP) was rated acceptable by DSCP-HROS. The Government verification inspection may be
further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best Interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow **all of the switching rules** cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each sublot during production of the lot), the subsamples must be drawn at random from the sublot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph E-13. Operational Ration Component Lot Numbers). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

E-8. PDM Replenishment Sample Lots

PDM replenishment sample lots will be contractor and Government tested (i.e. contractor-paid USDA inspection and Veterinary Command inspection) for compliance with all analytical requirements.

E-9. General Inspection (Examination/Testing) Requirements

(A.) When contractor determines as a result of his inspection(s) or QSP, or is informed by the QAR as a result of verification inspection, that the supplies do not conform to contractual requirements, he has the following alternatives:

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".
4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or

B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

(B.) The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in verification inspection at such time that the contractor believes his quality program is fully acceptable and reliable. There will be no "skip lot" or "reduced" inspection option for critical defects.

E-10. Rework Of Nonconforming Product Pre or Post Acceptance

Rework Of Nonconforming Product: The Government QAR must be informed and provided documentation of all rework results when product is presented for Government verification inspection or prior to Government inspection as indicated below.

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a standard rework procedure (SRP), for certain defects, under the contractor's documented QSP section XIII Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DSCP-HRA/HRU, HROS, and approved by the applicable contracting officer.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the

supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DSCP-HR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by HROS' entomologists.

2. Food Safety and Foreign Material: All corrective actions for product retained due to foreign material and/or processed/unprocessed container mix-ups must be approved by HRA or HRU as applicable. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact HRA or HRU for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

Note: Deviations (that occur during or prior to the production of a product) from specific preparation/ formulation/ingredient requirements cited in the specifications shall be submitted as a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable contracting officer.

3. Tray Pack Can Seam: Reworks must be approved by HRUT.

4. Critical Pouch Defects: All reworks due to critical pouch defects noted during the Government final lot end item verification inspection, producer’s end item inspection, Government or assembler receipt inspection, or when the established action number/level (as cited in the contractor’s QSP) is exceeded during the in-process assembly operation must be approved by HRAA or HRAC unless a 100% open carton rework is conducted at source or at the assembler. All pouches exhibiting same or other pouch integrity defects must be removed during the 100% open carton rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

5. Second Time Reworks: All second time reworks must be approved by the applicable HR office.

6. Nonconformances Noted During The Government End Item Verification Inspection: All rework requests submitted for defects noted during Government verification end item verification inspections must be approved by the applicable contracting officer.

C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of the end item verification inspection performed by the GQAR. **Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end item verification inspection will not be counted against the contractor's quality history**. If product is found conforming during the Government end item verification inspection, the corrective action will be determined to have been effective.

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (or defect category in case of critical pouch defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to HROS (Systems Audit Program Manager). **All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.**

NOTE: If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See “Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies”.

E-11. Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

(A.) When contractor inspection or QSP, or Government verification by the QAR, reveals a process deviation or nonconforming lot, the contractor's written request for deviation, waiver, rework or reinspection of the nonconforming lot(s) must be furnished, as appropriate to the Contracting Officer and cognizant Government QAR and shall at a minimum contain the following:

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.

4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____
6. Cause of nonconformance or deviation, and corrective and preventative action.
   a) State the root cause of the deficiency.
   b) State the corrective and preventative action contractor has taken/will take to preclude recurrence.
   c) If preventive action is not possible, state why.
7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.
8. Effect on cost/price.
9. Effect on delivery schedule.
10. Full justification for request for deviation, waiver, rework or reinspection.
11. Submit in-process data (MPC,SPC), and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.
12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot.

(B.) When a valid technical reason for reinspection is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed failure; reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

2. If such statistical tests reveal no significant difference between the results of the two inspections, both results will be reported to the Contracting Officer.

A. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.

B. The results of the initial (original) inspection will be the basis for the acceptability decision when the requirement is a unit (attribute) requirement.

E-12. Commingling of Lots

E-12-A. In order to facilitate lot traceability at the assembler's plant, the following is required (GFM and CFM):

(1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc.) and/or as authorized by the Contracting Officer.

(2.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See paragraph “Mixed Code Lots” below for exception.

(3.) Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.

(4.) When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.

(5.) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.

(6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250. Thermostabilized items, water activity stabilized items and cheese spread shall also cite subcodes delivered.

E-12-B. Mixed Code Lots

In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

(1.) A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.

(2.) Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.

(3.) Mixed code lots shall be periodically shipped to the assembler(s). mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

(4.) When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

E-12-C. Split Lots

Origin manufacturers have the choice of shipping an entire shift's production equaling one lot as follows:

(1) The entire lot shall be shipped to only one assembler and received in accordance with the applicable Quality Systems Plan.

(2) Whole lots may be split in two (2) portions for separate shipments.
   (a) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
   (b) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
   (c) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
   (d) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.
   (e) Associated lot shipping documentation will reflect split lot status and original lot quantities.
   (f) Both portions of all split lots will be stored in approved facilities only.

E-13. Periodic Review Samples

All food components that are inspected by the USDA will be subject to periodic review sampling and examination /testing during contract production in accordance with the following criteria: The USDA Inspector will randomly select nine sample units of each item produced (each type, flavor, etc.) throughout each month's production. The USDA inspector shall provide the samples to the contractor representative, who will ship them to the following addresses, at the contractor's expense once, once per month:

Six samples will be sent to:

HEAD, DCIS
USDA, AMS, FV, PROCESSED PRODUCTS BRANCH
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BUILDING
WASHINGTON, DC 20250

Three samples will be sent to:

COMMANDER
US ARMY SOLDIER & BIOLOGICAL CHEMICAL COMMAND
RESEARCH, DEVELOPMENT, & ACQUISITION ENTERPRISE
ATT: AMSSB-RCF-F
15 KANSAS STREET
NATICK, MA 01760-5018

E-14. Inspection at Origin and Acceptance at Destination

In addition to the origin inspection specified in this solicitation, the supplies delivered shall be subject to receipt inspection at destination in accordance with the following criteria:

All items delivered (CFM and GFM) will be inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality Systems Plan (QSP). The receipt inspection shall be, at a minimum, for count, condition, identity, and the presence of any internal infestation or foreign material. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot.

Receipt examinations for pouch integrity (CFM and GFM) shall be performed in accordance with origin pouch examination criteria for each production lot of cheese spread and product packaged in accordance with MIL-PRF-44073. Samples for receipt inspection (200 samples) shall be selected throughout the lot at the destination point (applicable for entire lots or split lots). Mixed code lots as defined in the Technical Data Package will be considered as a single lot. Receipt inspection for pouch integrity of entire production lots or split lots from the origin producer to their own assembly plant located within the same state should be performed at their option or performed in accordance with the assembler’s QSP. Other receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4-1993. At no time may the assembler’s receipt inspection be more sever than the origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification.

For wet pack fruit (including applesauce), abrasions at destination, found during the assemblers receipt inspection, may be classified as a major defect and accepted under an AQL, if the assembler so chooses. Each assembler would be required to specify in their QSP the AQL for the acceptance of abrasions, based on sampling size. If an assembler chooses not to accept abrasions as a major defect, they may leave the defect as critical, which would result in failure of the lot if found. AQLs for abrasions contained in the assembler’s QSP must be approved by DSCP-HRS. If the lot is not accepted at one destination due to abrasion(s), and is redelivered to a second destination without rework, the finding of an abrasion during receipt inspection will be cause for rejection of the entire lot.

The contractor’s receipt inspection program will be verified by the U. S. Army Veterinary Inspection (AVI) personnel at the assembly plant. Defects found on GFM deliveries will be verified by the AVI. Final responsibility for acceptance or rejection of GFM product will rest with the Government inspector, however, the Government may base its decision on the contractor’s inspection results. In addition, the AVI may perform their own receipt inspection before making a final determination of acceptance or rejection of product. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot.

For wet pack fruit (including applesauce and spiced apples), abrasions at destination, found during the assemblers receipt inspection, may be classified as a major defect and accepted under an AQL, if the assembler so chooses. Each assembler would be required to specify in their QSP the AQL for the acceptance of abrasions, based on sampling size. If an assembler chooses not to accept abrasions as a major defect, they may leave the defect as critical, which would result in failure of the lot if found. AQLs for abrasions contained in the assembler’s QSP must be approved by DSCP-HRS. If the lot is not accepted at one destination due to an abrasion(s) and the lot is redelivered to a second destination without rework, the finding of an abrasion during receipt inspection will be cause for rejection of the entire lot.

Grand lotting of more than one production lot of homogeneous components within a shipment for the purpose of receipt inspection may be performed, except for pouch integrity as cited above. There will be no grand lotting of thermostabilized items (entrees, starches and soups, fruits) or cheese spreads for pouch integrity inspection. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size. Homogeneous components are defined as follows:

Jelly/Jam: All types.
Sugar beverage base: All flavors
Cakes: All flavors
Wet pack fruit: All flavors
Identical Commercial Item Description Items

The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph E-1-A-9, "Reliability Conditions" cited in the assembly solicitation. However, the frequency of verification of the contractor's receipt inspections will remain at the discretion of the Government.

E-15. DSCP, DLAD Clauses

Removal of Government Identification from Non-Accepted Supplies or Products Sold to Commercial Distributors (DSCP Clause 52.246-9P01) (Jan 1992)

The contractor shall remove or obliterate from a rejected end item, or from product intended for commercial distribution, and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 USC 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 USC 301 et seq.), as well as other federal or state laws and regulations promulgated pursuant thereto.

General Inspection Requirements (DSCP Clause 52.246-9P09)(JAN 1998)

(a) Inspection.

(1) The contractor shall employ the services of the U.S. Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers and referenced

specifications). Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers, however, nothing provided thereby shall be construed to alter the applicable specification in any manner or reduce the responsibility of the contractor to comply with such specifications.

(2) The contractor shall take action to correct or replace nonconforming supplies.

(3) The Government shall perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform to contract requirements, the inspector shall report the findings of his inspection to the appropriate DSCP office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DSCP office shall report the findings to the contracting officer or the ordering officer, who shall in turn notify the contractor.

(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or rodent activity/contamination is found in or on product, packaging, packing or unitization.

(5) Nonconforming supplies rejected at origin will not normally be accepted by the Government. However, the contractor may elect to petition the contracting officer in writing to grant a waiver of the contract requirements for which supplies have been found nonconforming, and to accept the supplies “as is” with appropriate price consideration.

(6) The contractor shall furnish all inspection gauges, instruments, scales, tools or other material required by the designated Government inspection activity to complete the necessary inspection. The Government inspector will ensure that the contractor has had such gauges, instruments, scales, tools and other material required to complete inspection properly calibrated and, if necessary, certified. When required by the contract/solicitation, the Government inspector will collect insect specimens from plant production and storage areas and submit the specimens to the nearest military entomological laboratory for identification. When the collection of insects is required, the contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.

(b) Standby Test Samples.

The Government reserves the right to withdraw and hold standby samples of components or finished products or both (quantity of which shall be not more than twice that required by the specification) for inspection purposes. Samples not used shall be returned to the contractor.

(c) USDA and USDC Certificates.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection and Receiving Report (MIRR), is not used, the contractor shall obtain an official USDA Inspection Certificate, which shall:

(i) Contain the following statement in the Grade Section of the certificate:

(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA Grade Certificate.

(B) The USDA Grade Certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression

(C) The USDA Certificate of Loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the contractor has furnished a Certificate of Conformance for Packaging, Packing, Labeling, Marking and Unitization Materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with DSCP Clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain an USDA Agricultural Products Acceptance Certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract."

(4) Inspection by U. S. Department of Commerce, National Marine Fisheries Service: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain a NOAA Form 89-802 for items requiring in-process inspection or a NOAA Form 89-803 for items requiring only end item lot inspection. These certificates will as a minimum:

(i) Describe the product.

(ii) Certify compliance with all terms of the contract, except as noted thereon.

(iii) Identify the contract number.

(iv) Identify the production lot number(s).

(d) Distribution of Certificates.

Copying machine duplicates of the USDC Certificates and USDA Certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC Certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC Inspection Certificate need not be furnished to the designated paying officer (Exception: When the contract or specification provides for acceptance of the product with a price adjustment to the contractor's invoice, e.g., excess fat in ground beef, the original signed USDA/USDC Inspection Certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC Inspection Certificate or USDA Inspection Certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the

services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division Certificate; one green or yellow carbon copy of the original signed USDA; AMS Dairy Division or Poultry Division Certificate; one copy of the original signed USDA, GIPSA or USDC Certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked ATTN: Subsistence Inspector.

(4) In the event the contractor does not include appropriate certificate(s) with each shipment to each destination as required, the Government reserves the right to arrange for Government grading/inspection certification at destination at the contractor's expense.

(e) Lot Identification.

The contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the contractor. Under both in-process (on line) and stationary lot inspection, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

(1) Primary Containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. STANDARDS FOR CONDITION OF FOOD CONTAINERS, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit Loads: Examination of unit loads shall be in accordance with MIL-L-35078.

(3) All other: Examination shall be in accordance with the specification.

Alternative Inspection Requirements for Selected Items (DSCP Clause 52.246-9P10) (JAN 1998)

Optional Contractor Testing of Contractor Furnished Materials.

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified by the U.S. Standards of Grade. The inspector for the government agency having jurisdiction upon ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated government inspector will select random samples of each lot of end items or component material for verification testing until contractor's testing system is determined reliable. It is the intent of the government to rely on the contractor's test results and minimize government verification testing.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the contractor's test results provided that government verification indicates contractor's test system is reliable as to each of the required characteristics. Where the contractor's test system is determined

unreliable, product compliance will be based solely on government test results. In the event that the government detects irregularity in contractor's testing system, the designated government inspector may withhold approval until government test results indicate product conformance to contract requirements. For Meal, Ready-to-Eat (MRE) items, if government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items reliable, the government inspector will sample product for verification testing on a skip-lot basis. Unless otherwise required by DSCP or the inspection activity, skip-lot verification shall be done by random selecting not less than one lot in six consecutive lots presented for inspection of a specific item. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. For instance, starting with a group of six lots (i.e., 1-6), randomly select one of them for inspection. If lot 4 were selected, the next lot would be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 were chosen at random, the next selection would be from lots 9, 10, 11, 12, 13, or 14, and so on.

(2) Contractor's testing system will be considered unreliable when the government verification results indicate product nonconformance to contract requirements and a significant disparity exists between government laboratory results and contractor's testing results. When a contractor's test system is determined to be unreliable, compliance testing will revert to the government. Items must be government inspected prior to shipment.

(3) Contractor's testing system will be considered doubtful when a significant disparity exists between government laboratory results and contractor's test results and the former indicates significantly poorer quality than the latter; however, the government laboratory test results do not indicate product nonconformance to a statistically significant degree. When the contractor's testing system is considered doubtful, verification testing will be performed on each lot produced. However, the government will continue to permit the contractor to ship based on its own test results.

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the contractor's and government's test results. These determinations shall be accomplished by the Defense Supply Center Philadelphia, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, PA 19111-5092.

(5) The contracting officer will notify the contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the government by DSCP-HS.

(d) Procedures.

When the contractor elects to perform testing, the following shall apply:

(1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the contractor in an original and one copy to the designated government inspector. The inspector shall forward one completed copy to DSCP-HS.

(2) Verification Actions. The government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results are reliable. Verification samples will be accompanied with a DD Form 1222, request for and results of tests. Copies of the results of testing performed by the government shall be given to the government inspector, and DSCP-HS by the government laboratory that performed the tests. The results of nonconforming lots will be telephoned to DSCP-HS (215-737-4259). The government reserves the right to increase the rate or amount of verification testing to and including full lot-by-lot testing, in the event the contractor does not furnish reliable test results or certificates, or to obtain additional data when significant disparities exist between the contractor's results and the results of the government

laboratory. When any element of the contractor testing system is determined unreliable, the government may consider the testing system as a whole unreliable, and return to full lot-by-lot verification for each and every test. Testing by the government will continue until such time as the contractor's reliability is again established.

(3) Standby Test Samples. The government reserves the right to withdraw and hold standby test samples of component or finished product or both (quantity of which shall be the next larger available sample size required for unit testing and the same sample size required for composite testing) for inspection purposes. Unused samples will be returned to the contractor.

(e) Charges Applicable to Unreliable Test Status.

The prime contractor will be charged the costs of lot-by-lot inspection during the period that its test system status is considered unreliable. These charges will be processed by and approved by the contracting officer.

(f) Format for Contractor/Subcontractor Test Report.

Name & Address of Contractor:
Name & Address of Subcontractor: (if applicable)
Received for Testing: (date)
Contract Number:
Sample Tested: (end item or component, indicate by name)
Quantity Tested:
Applicable Specification:
Identification of Lot: (end item or component lot number, as applicable)
Quantity in Lot: (units)
Testing Completed: (date)

Test Report

(Report test results for each sample unit tested and the sample average, if required by the specification, and identify results obtained from composite samples.)

(Typed name and title of laboratory official and signature)

The following certification shall be affixed to the test report when testing was performed on component item by supplier's laboratory or by subcontractor's laboratory.

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are representative of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no. _____

Signature:_____

(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

The following certification shall be affixed to the test report when testing was performed on component and/or end item by contractor's laboratory or an independent laboratory.

Certification

I certify that the item presented for acceptance under terms of above referenced contract has been tested, as required by the contract, through the testing of samples that were representative of the lot, and to the best of my knowledge and belief, were found to comply with the analytical requirements of the specification and the contract.

Signature: _____

(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

Distribution:

(Original and 1 copy to government inspector of which one copy will be forwarded promptly to DSCP-HS. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Jan 1998)

(a) When origin inspection is performed by the U.S. Department of Agriculture or U.S. Department of Commerce and supplies are found to be nonconforming at origin, the contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The decision of the USDA/USDC representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the contractor.

(b) When origin inspection is performed by the USDA or USDC and supplies are found to be nonconforming at destination, the contractor may petition the contracting officer to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the destination inspection findings were erroneous. The reinspection shall be performed in accordance with the original destination inspection criteria unless otherwise specified by the contracting officer.

(1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for waterfoods). All costs associated with USDA/USDC reinspection shall be borne by the contractor unless the reinspection results establish compliance with contractual requirements, in which case costs shall be borne by the government.

(2) Reinspection for all other criteria shall be accomplished by the Military Medical/Veterinary Services, as coordinated by the contracting officer with the applicable Military Medical/Veterinary Service Headquarters. The Military Medical/Veterinary Service Headquarters will designate the activity assigned to perform the reinspection and advise the contracting officer and the designated activity of the reinspection schedule. Reinspection shall be performed by personnel other than those involved in the original destination inspection. Reinspection costs shall be borne by the contractor when reinspection results substantiate the nonconformance. The government shall bear the costs of reinspection if the products are in compliance with contractual requirements.

(c) When inspection by the USDA or USDC is not a contract requirement and supplies are found nonconforming at destination, the contractor may petition the contracting officer one time only to obtain permission for a single reinspection provided such petition provides valid technical reasons to believe the original inspection findings were erroneous. If the contracting officer authorizes a reinspection, the reinspection results shall be final if they differ from the original inspection to such a statistically significant degree that error in the original results is probable. Otherwise, the original inspection results shall prevail. The reinspection/formal review shall be performed in accordance with the original inspection criteria, unless otherwise specified. All costs associated with the reinspection shall be borne by the contractor unless the reinspection results establish compliance with the contract requirements in which case costs shall be assumed by the government. Reinspection shall not be authorized when original inspection findings show that the supplies are unwholesome or contain a deleterious substance.

(d) The contractor may elect to petition the contracting officer to grant a waiver of those contract requirements for which supplies have been found nonconforming and accept the supplies “as is” with appropriate price consideration. However, if the contractor intends to exercise any option under (a), (b) or (c) above, the contractor must do so prior to requesting a waiver. The denial of a waiver by the contracting officer will result in final rejection of the nonconforming supplies without recourse to reinspection.

NOTE: If there is any discrepancy between this clause, Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Aug 1997)), and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence.

Contractor and Government Samples at Origin (DSCP Clause 52.246-9P16) (Jan 1992)

When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the Government may select samples of end items or components or both at origin for the purpose of conducting required inspection. The Government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and Government samples selected at origin, whether the supplies are accepted or rejected. Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract. Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

Certificate of Conformance (DSCP Clause 52.246-9P20)(JAN 1998)

(a) Unless otherwise specified in the contract, the contractor shall furnish a Certificate of Conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of Government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the Certificate of Conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.

(b) When specified, the contractor may also furnish a Certificate of Conformance for certain components/ ingredients or end item characteristics. The contractor may still furnish a Certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials meet all contract requirements. For this reason, the contractor should request a Certificate of Conformance from the subcontractor.

(c) The Certificate of Conformance should be worded substantially as follows:

(1) I certify that all (indicate type of material) called for by the contract conform to applicable contract requirements in every particular. (For meats only, the contractor must also state that “No distressed, reconditioned meat has been used.”)

(2) Such materials consist of the following: (Specify quantity, manufacturer and nomenclature for each item.)

Signature and Title of Certifying Official

Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when DD Form 250 is not used.

(d) It is the intent of the Government to be able to rely on the Certificate of Conformance. To assure that the certificate is reliable, the Government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant Government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA Analytical Laboratory with a copy of the DD Form 1222 furnished to DSCP-HSQ. Food component materials shall be sent to the laboratory servicing the inspector's organization. All costs incident to the sampling and submittal of materials shall be borne by the contractor. The reliability of the contractor's Certificate of Conformance will be determined on the basis of Government verification results.

(1) When it is determined by DSCP-HSQ that the DLA Analytical Laboratory test samples meet the contract requirements, the Certificate of Conformance for these materials is considered reliable.

(2) When DSCP finds the materials do not meet the contract requirements based on recognized statistical methods, the Certificate of Conformance is considered unreliable. The contractor shall be so advised and the particular deficiencies that render such certificate unreliable shall be identified. The unreliability status may be continued from contract to contract regardless of the particular contract on which the verification tests, or submission by contractor of nonconforming material, has occurred. The contractor is responsible for all costs incurred by the Government in performing tests of future samples submitted for testing after such time as the Government has informed the contractor of the unreliability status and until reliability is again established to the satisfaction of the contracting officer. Testing and administrative costs shall be assessed at the prevailing rate.

FDA Compliance (DSCP Clause 52.211-9P36) (Jan 1992)

If any Supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to $100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

Sanitary Conditions (DSCP Clause 52.246-9P31) (Jan 1998)

(a) Food Establishments.

Option 1 (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

Option 2 (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) “Dairy Plants Surveyed and Approved for USDA Grading Service”, published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists”, published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement”, bearing labels reading “Distributed By”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

NOTE: Paragraph (a), Option 2, (1), of DSCP Clause 52.246-9P31, is not applicable to this contract.

Federal Food, Drug and Cosmetic Act - Wholesome Meat Act (DSCP Clause 52.246-9P32)(Jan 1992)

(A) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(B) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(C) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor; provided, that if the supplies are seized under either Act, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes".

(D) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.209-9P07 Pre-Award Plant Survey (Jan 1992)

To determine the responsibility of the prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

52.246-9003 Measuring and Test Equipment (June 1998) DLAD

As prescribed in 46.391, insert the following clause:

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

52.246-9004 Product Verification Testing (Jun 1998) – DLAD

As prescribed in 46.392, insert the following clause:

(a) ***References:*** The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies -- Fixed Price," and ANSI/ASQC Z1.4-1993, Sampling Plan and Tables for Inspection by Attributes, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

(b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a government designated testing laboratory on the contract or production lot at government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the government inspector will select a random sample from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the contract administrative office quality assurance representative to verify that the entire lot tendered meets the requirements of the contract. The Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

(d) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The PVT samples will be sent, by the Government at government expense, to a government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the contracting officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT test results.

The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government.

Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(e) [This subparagraph pertains only to unilateral purchase orders.]

(1) The PVT samples will be sent by the Government and at government expense, to a government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 days after receipt of the samples. If the Government fails to act within the specified time period set forth herein for notification, the contacting officer shall, upon timely written request from the contractor, incorporate FAR clause 52.243-1, "Changes Fixed-Price", into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the PVT test results.

(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (GOVERNMENT SPECIFICATION)

NOTE: Offeror may be required or may wish to make
One or more entries in the following clause.

Inspection and Acceptance by the Government (DSCP 52.246-9P12) (JAN 1992)

(a) Saving and reserving to the Government all rights under the inspection provision, the following is applicable to this acquisition:

Inspection at	(**X**) Contractor's Plant
	( ) Destination
	and
Acceptance at	( ) Contractor's Plant
	(**X**) Destination

Upon execution of DD Form 250 by the Authorized Government Representative.

(b) Resultant awards or contract will contain the name and address of the office responsible for performance of inspection.

(c) Offeror shall indicate below the location where supplies will be inspected

Plant _____

Street _____

City/Zip _____

The contractor pays for USDA inspection in accordance with DSCP Clause 52.246-9P09, 52.246-9P10, and 52.246-9P20.

SECTION F – DELIVERIES OR PERFORMANCE

F-1 The effective period of this contract is from date of award through 365 days.
Delivery is scheduled each month beginning 1-15 December 2002 through 1-15 November 2003.

52.211-16. Variation in Quantity (Apr 1984)

As prescribed in 11.703(a), insert the following clause:

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
(b) The permissible variation shall be limited to:

½ OF 1% Percent increase .

0 Percent decrease .

This increase or decrease shall apply to the last line of a destination for each item.

52.211-9P11 LOGMARS BAR CODE MARKINGS (JAN 1992) DSCP

In the event all otherwise acceptable offers received from responsible offerors take exception to LOGMARS bar code markings, the government reserves the right to award a contract to the low offeror.

52.211-9P20 CONTRACT DELIVERIES (JAN 1992) DSCP

Acceleration of delivery after award will be permitted only as authorized by the contracting officer or commissary officer. Notwithstanding this restriction, the contracting officer is to be advised whenever acceleration is possible.

52.211-9P22 DELIVERY REQUIREMENTS (JAN 1992) DSCP

(a) The government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates for arrival of the supplies at destination when transportation terms are F.O.B. origin, delivery shall be accomplished by the contractor releasing the shipment to the carrier 15 days prior to the date shown in the schedule.

(b) When DSCP Clause 52.211-9P21 entitled "Accelerated Deliveries" applies, the contractor may deliver any time prior to, but no later than the specified delivery date as defined in paragraph (a) above.

(c) When DSCP Clause 52.211-9P20 entitled "Contract Deliveries" applies, contractor may deliver as follows without prior authorization:

(1) For an F.O.B. Origin award, contractor may release the shipment 15 to 30 days prior to the F.O.B. destination delivery date cited in the contract.

(2) For an F.O.B. Destination award, contractor may deliver up to 15 days prior to the scheduled delivery date.

52.211-9P27 DELAYS IN SHIPMENT OF PRODUCTS REQUIRING USDA LABORATORY ANALYSIS (JAN 1992) DSCP

The specifications of this contract require a USDA Laboratory Analysis of samples of the product to be delivered. Offerors should consider this requirement when submitting offers so that appropriate consideration is given to planning production schedules. If there are delays in performing the USDA analysis of the samples, or if there are delays in receiving the USDA analysis due to the postal service, the contractor shall so notify the contracting officer. An extension in shipping time may be authorized when the conditions of (a) below, and if applicable, (b) below are satisfied.

(a) When all production lots intended in offered unit were produced at least 12 calendar days in advance of the required delivery date (RDD) specified in the contract, and the **laboratory results for** the samples taken from these production lots are not made available to the contractor by the estimated shipping date (defined as date scheduled to ship in order to meet the RDD), the RDD will be extended by that number of days that receipt of the results by the contractor exceeds the estimated shipping date. (The adjusted RDD will be computed beginning with the day following receipt of the analysis from the USDA Laboratory.)

EXAMPLE:	RDD	Shipping Date	Receipt of Analysis	Adjusted RDD
	30 Nov	27 Nov	28 Nov	1 Dec

(b) If provisions in (a) above are met and the contractor elects to use a reserve sample for any production lot, an added extension to the RDD will be made on the formula provided above when the following conditions are met:

(1) The contractor notifies the USDA Inspector to mail the reserve sample within one day after the contractor is notified of results on the original sample (if notification is received on Saturday, the reserve sample is to be mailed no later than the next business day), and

(2) The reserve sample is in compliance with specifications.

52.246-9P27 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) (MAR 1999) DSCP

*(a)Distribution of Material Inspection and Receiving reports (DD Form 250) will be in accordance with Appendix F of the Defense FAR Supplement (DFARS). The "Purchasing Office" copy shall be forwarded to the Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-____.

*(b) The DLA Inventory Control Manager copy shall be mailed in a separate envelope to Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP- HRAA.

(c) This is a _____ acquisition. With respect to Table 2, Special Distribution, of DFARS Appendix F, _____.

*Note: When paragraphs (a) and (b) are both completed with a DSCP attention code, contractor is required to use one envelope addressed to DSCP- ____; however, the top of each form must be annotated with separate codes appearing in paragraphs (a) and (b) respectively.

The following solicitation provisions and/or contract clause pertinent to this section Is hereby incorporated by reference:

52.247-34 F.O.B. DESTINATION (Nov 1991)

The following clause is incorporated in full text:

52.247-48 F.O.B. Destination-Evidence of Shipment (Feb 1999)

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor-
(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and
(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.
(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

SECTION G – CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION: Will be performed by the Office listed in Block 6 of the SF 26 to be designated at time of award of the resultant contract(s).

G-2 CORRESPONDENCE: All pertinent correspondence relative to this contract shall be directed To the above office except requests for acceptance of nonconforming supplies (including requests For deviation from specification) will not be delegated to the above office. Contractor's request for acceptance of nonconforming supplies should be submitted to the assigned quality assurance Representative, i.e. U.S. ARMY VETERINARY INSPECTOR (AVI) USDA INSPECTION or DCAS QAR as applicable. The QAR should forward your request directly to the Contracting Office With an information copy to Administrative Contracting Office (ACO). A copy of correspondence Notifying the contractor of acceptance/rejection of waiver/deviation requests will be furnished to the ACO by the Contracting Officer.

G-3 INVOICES: For items inspected and accepted at origin, the contractor will include with the invoice when it is submitted for payment (1) a copy of the Bill of Lading for F.O.B. Origin shipment; and (2) a copy of DD Form 250, Material Inspection and Receiving Reprot, signed in Block 21, by an authorized Government Representative.

In accordance with FAR 52.246-9P27, Distribution of Material and Receiving Reports (DD Form

250), the “Purchasing Office” copy shall be annotated at the top of the form,and forwarded to the DEFENSE SUPPLY CENTER PHILADELPHAI, 700 Robbins Avenue, Building 6B, Phila. PA 19111-5092 ATTN: JAMES LECOLLIER.

G-4 MANUFACTURING DIRECTIVE NUMBER (MDN): An MDN will be assigned to any contract resulting from this solicitation/contract for use in identifying Government Furnished solicitation/contract for use in identifying Government Furnished Property (GFP) transactions.
This number will be entered on receiving, shipping or disposition documents prepared under the Contract terms, to identify each receipt of components into the assembler’s plant, whether assembled Rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract and material reported destroyed. GFP transaction identification is Required on the receiving document for components entering the contractor’s plant and the shipping Document for items leaving the assembly contractor’s plant, as identified in (I) and (II) below:

(I) On each receiving report (DD Form 250 or other shipping document) for all shipments of components received from component suppliers (other than packaging, packing, or crating), the GFM contractor will enter in the “Mark For” block the MDN and the last four digits of the assembly contract number, i.e. MDN XXX and the Contract XXXX.

(II) On any shipment by the assembly contractor, the MDN will be entered in Block 9 of the DD Form 250 directly under the price contractor’s name and address, i.e. MDN XXX.

THE MDN’s FOR THE CONTRACTS RESULTING FROM THIS SOLICITATION SHALL BE PROVIDED AT TIME OF AWARD.

The following clauses are incorporated in full text:

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER (S) (AUG 1992) DSCP

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.242-9P20 MANUFACTURING DIRECTIVE NUMBER (MDN) FOR USE IN IDENTIFYING GOVERNMENT FURNISHED PROPERTY (GFP) TRANSACTIONS (FEB 1997) DSCP

A manufacturing directive number (MDN) will be assigned to any contract resulting from this solicitation/contract for use in identifying government furnished property (GFP) transactions. This number will be entered on receiving, shipping or disposition documents prepared under the contract terms, to identify each receipt of components into the assembler’s plant and each shipment leaving the assembler contractor’s plant, whether assembled rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract, and material reported destroyed. GFP transaction identification is required on a single copy of the receiving

document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant as follows:

On a single copy of each receiving report (DD Form 250 or other shipping document) for all shipments of components received from component suppliers (other than packaging, packing, or crating), the contractor will enter in the "mark for" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and contract XXXX. The single copy is that copy identified elsewhere in the contract for distribution to:

Headquarters
Defense Supply Center Philadelphia
700 Robbins Avenue
ATTN: DSCP-HR
Philadelphia, PA 19111-5092

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of $100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to $100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.223-9P02 FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT (FIFRA) (JAN 1992) DSCP

The contractor warrants that all pesticidal, insecticidal, fungicidal, etc., chemicals utilized in the production of the finished supplies delivered under this contract comply with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) as amended (7 USC, SEC 136 ET SEQ.) and the regulations for the enforcement of the Federal Insecticide, Fungicide and Rodenticide Act as amended 14 May (40 CFR 162 and FR VOL 49 NO. 94). The contractor specifically warrants that all such pesticidal chemicals utilized were properly labeled for use as applied in the production of the supplies and that the label of the pesticide utilized was, at the time of production of the supplies, registered with the registration division, environmental protection agency. When a pesticidal chemical is required by an applicable specification which, at the time of the bid offering, is not available with an EPA approved label authorizing the use as required in the specification, the act shall take precedence. In such cases, the contractor shall request that the government authorize a deviation from the specification and designate a substitute pesticidal chemical which is, at that time, produced with an EPA approved label designating the use as required by the specification.

52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such

applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled “disputes”.

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.246-9P55 ENTRY INTO PLANT BY GOVERNMENT EMPLOYEES FOR MEAL, READY-TO-EAT (MRE) AND TRAY PACK ITEMS (FEB 1997) DSCP

The contracting officer or any government personnel designated by him shall be permitted entry into contractor’s and subcontractor’s plants during performance of manufacturing and assembly operations. Except for inspection service, the contracting officer shall give prior notice of the purpose of the meetings, and shall furnish dates of the visit.

SECTION I – CONTRACT CLAUSES

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

NR	TITLE	DATE
52.202-1	Definitions	(Dec 2001)
52.203-3	Gratuities	(Apr 1984)
52.203-5	Covenant Against Contingent Fees	(Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(Jul 1995)
52.203-7	Anti-Kickback Procedures	(Jul 1995)
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	(Jan 1997)

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52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(Jan 1997)
52.203-12	Limitation on Payments to Influence Certain	(Jun 1997)

	Federal Transactions	
52.204-4	**Printed or Copied Double Sided on Recycled Paper**	**(Aug 2000)**
52.209-6	**Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment**	**(Jul 1995)**
52.211-5	**Material Requirements**	**(Aug 2000)**
52.211-15	**Defense Priority and Allocation Requirements**	**(Sep 1990)**
52.215-2	**Audit and Records – Negotiation**	**(Jun 1999)**
52.215-8	**Order of Precedence – Uniform Contract Format**	**(Oct 1997)**
52.215-11	**Price Reduction for Defective Cost or Pricing Data – Modifications**	**(Oct 1997)**
52.215-13	**Subcontractor Cost or Pricing Data – Modifications**	**(Oct 1997)**
52.215-14	**Integrity of Unit Prices**	**(Oct 1997)**
52.215-18	**Reversion or Adjustment of Plans for Post retirement Benefits other than Pensions**	**(Oct 1997)**
52.215-21	**Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data Modifications**	**(Oct 1997)**
52.216-27	**Single or Multiple Awards**	**(Oct 1995)**
52.219-8	**Utilization of Small Business Concerns**	**(Oct 2000)**
52.219-9	**Small Business Subcontracting Plan**	**(Oct 2001)**
52.219-16	**Liquidated Damages – Subcontracting Plan**	**(Jan 1999)**
52.219-25	**Small Disadvantaged Business participation Program-Disadvantaged Status and Reporting**	**(Oct 1999)**
52.219-26	**Small Disadvantaged Business Participation Program-Incentive Subcontracting**	**(Oct 2000)**
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52.222-20	**Walsh-Haley Public Contracts Act**	**(Dec 1996)**
52.222-35	**Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans**	**(Dec 2001)**

52.222-36	**Affirmative Action for Workers with Disabilities**	**(Jun 1998)**
52.222-37	**Employment Reports on Special Disabled Veterans, Veterans of the Vietmam Era and Other Eligible Veterans**	**(Dec 2001)**
52.223-3	**Hazardous Material Identification and Material Safety Data**	**(Jan 1997)**
52.223-6	**Drug Free Workplace**	**(May 2001)**
52.226-1	**Utilization of Indian Organizations and Indian-Owned Economic Enterprises**	**(Jun 2000)**
52.227-1	**Authorization and Consent**	**(Jul 1995)**
52.227-2	**Notice and Assistance Regarding Patent and Copyright Infringement**	**(Aug 1996)**
52.227-3	**Patent Indemnity**	**(Apr 1984)**
52.229-3	**Federal, State, and Local Taxes**	**(Jan 1991)**
52.229-5	**Taxes – Contracts Performed in U.S. Possessions or Puerto Rico**	**(Apr 1984)**
52.230-2	**Cost Accounting Standards**	**(Apr 1998)**
52.232-1	**Payments**	**(Apr 1984)**
52.232-8	**Discounts for Prompt Payment**	**(Feb 2002)**
52.232-11	**Extras**	**(Apr 1984)**
52.232-16	**Progress Payments**	**(Feb 2002)**
52.232-17	**Interest**	**(Jun 1996)**
52.232-23	**Assignment of Claims**	**(Jan 1986)**
52.232-25	**Prompt Payment**	**(Feb 2002)**
52.233-1	**Disputes**	**(Dec 1998)**
52.233-3	**Protest After Award**	**(Aug 1996)**

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52.242-13	**Bankruptcy**	**(Jul 1995)**
52.242-17	**Government Delay of Work**	**(Apr 1984)**

52.243-1	**Changes – Fixed Price**	**(Aug 1987)**
52.244-5	**Competition In Subcontracting**	**(Dec 1996)**
52.246-23	**Limitation of Liability**	**(Feb 1997)**
52.248-1	**Value Engineering**	**(Feb 2000)**
52.249-2	**Termination for Convenience of Government (Fixed Price)**	**(Sep 1996)**
52.249-8	**Default (Fixed Price Supply and Service)**	**(Apr 1984)**

252.203-7001	**Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies**	**(Mar 1999) DFARS**
252.203-7002	**Display of DoD Hotline Poster**	**(Dec 1991) DFARS**
252.203-7003	**Control of Government Personnel Work Product**	**(Apr 1992) DFARS**
252.205-7000	**Provision of Information to Cooperative Agreement Holders**	**(Dec 1991) DFARS**
252.209-7000	**Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty**	**(Nov 1995) DFARS**
252.209.7004	**Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country**	**(Mar 1998) DFARS**
252.215-7000	**Pricing Adjustments**	**(Dec 1991) DFARS**
252.217-7017	**Time of Delivery**	**(Dec 1991) DFARS**
252.217-7019	**Sanitary Conditions**	**(Dec 1991) DFARS**
252.225-7001	**Buy American Act and Balance of Payments**	**(Mar 1998) DFARS**
252.225-7002	**Qualifying Country Sources as Subcontractors**	**(Dec 1991) DFARS**
252.225-7009	**Duty-Free Entry Qualifying Country Supplies (End Products and Components)**	**(Aug 2000) DFARS**

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252.225-7010 Duty Free Entry Additional Provisions	**(Aug 2000) DFARS**
252.225-7012 Preference for Certain Domestic Commodities	**(Apr 2002) DFARS**
252.225-7031 Secondary Arab Boycott of Israel	**(Jun 1992) DFARS**
252.231-7000 Supplemental Cost Principles	**(Dec 1991) DFARS**
252.242-7000 Postaward Conference	**(Dec 1991) DFARS**
252.242-7004 Material Management and Accounting System	**(Dec 2000) DFARS**
252.243-7001 Pricing of Contract Modifications	**(Dec 1991) DFARS**
252.243-7002 Requests for Equitable Adjustment	**(Mar 1998) DFARS**
252.246-7000 Material Inspection and Receiving Report	**(Dec 1991) DFARS**

The following clauses are incorporated in full text:

52.211-9002 PRIORITY RATING (***MAR 2000***) - DLAD

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize ***the*** assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise ***the Defense Contract management Agency*** DCM***A*** or the appropriate DSC ***DPAS*** officer through the ***cognizant Administrative Contracting Officer*** or ***Procuring*** Contracting officer. The ***DPAS*** officer or the ***DCMA plant representative*** will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the **DoC who *will review*** and take action to make the needed supplies available to the applicant ***when deemed appropriate***.

52.214-9P01 Place of Production of an Industrial Preparedness Program (IPP) Planned Item (Jan 1992) DSCP

Production of the deliverable end item will be accomplished utilizing the facilities constituting the basis for the qualifying IPP Agreement except as otherwise approved by the contracting Officer.

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance Of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the award date** through **365 days.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or electronic commerce methods only if authorized in the schedule.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 days.

52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) DSCP

(a) Minimum Order.
When the government requires supplies or services covered by this contract in an amount of less than _NO MINIMUM, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum Order.
The contractor is not obligated to honor--
(1) Any order for single item in excess of _30% of the maximum quantity after issue of the first delivery order;
(2) Any order for a combination of items in excess of 30% of the total maximum quantity after issue of the first delivery order ; or
(3) A series of orders from the same ordering office within two days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
(c) If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office within three days after issuance, with written notice stating the contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.
(e)The delivery order(s) shall specify delivery(ies) no less than _60 days from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving

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contractor no less than 48 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (JUL 1998) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for (2) additional one year __ period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause shall not exceed 365 days.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds $500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling $500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.219-6 Notice of Total Small Business Set-Aside (July 1996)

(a) *Definition*. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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(c) *Agreement*. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE *(DEC 1997)* DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. ***The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan.*** Performance under the MBA plan ***shall*** be evaluated by the contracting officer, and may become a consideration prior to option exercise ***for the follow-on years of long-term contracts.*** MBA plan implementation may also become ***an independent evaluation factor and/or part of the overall*** past performance ***evaluation factor*** in future source-selection decisions.

(b) The contractor-***mentor*** and ***its protege(s***) shall meet semi-annually with ***the*** DLA contracting officer ***and the small business specialist(s) from the buying activity and/or the DCMA component*** to review progress/***accomplishments*** under applicable MBA ***proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.***

52.222-26 Equal Opportunity (Apr 2002)

(a) *Definition*. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the

Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-
(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.
(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992)- DLAD

(a)(1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. ***of the latest Federal Standard (FED-STD) 313***, the contractor shall submit MSDSs and accompanying HWLs to the contracting office, rather than directly to the Defense Supply Center Richmond (DSCR). This will satisfy the FED-STD requirement on the part of the contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

52.244-6 Subcontracts for Commercial Items. (May 2002)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-9P35 WARRANTY OF SUPPLIES (JAN 1992) DSCP

(a) Definitions.

"Acceptance", as used in this clause, means the act of an authorized representative of the government by which the government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for 6 months after receipt of supplies at destination:

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) handling costs and incidental charges incurred by the government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) for cost of government examination of the corrected or replaced supplies computed and charged at the flat rate of $49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 months from receipt of supplies at destination.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided; the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are

sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options, and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

(i) Require an equitable adjustment in the contract price for any supplies or group of supplies;

(ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;

(iii) Require the contractor to screen the supplies at depots designated by the government within the continental united states and to correct or replace all nonconforming supplies;

(iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefor. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the government thereby.

(3) When either option three or four of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

(i) correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,

(ii) screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies. Such schedule will become a part of the contract delivery schedule upon agreement thereto by the government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the government, the government may correct the items and charge the contractor's account, or issue a contract for correction of the items and charge the contractor's account, or exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the government provided in this clause are in addition to, and do not limit, any rights afforded to the government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) - DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase***. This assessment of damages for administrative costs shall*** apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

___http://dscpweb/index.htm

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.217- 7001 SURGE OPTION (AUG 1992) DFARS (Deviation)

(a) *General.* The Government has the option to—

(1) Increase the quantity of supplies or services called for under this contract by no more than __*_ percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) *Schedule.*

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.**

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) *Exercise of option*.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) *Price negotiation*.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

*The following provisions applies to the fill-in paragraph (a) (1) :

*To be determined at the time this option is exercised. However, the maximum quantity that may be required will not exceed the parameters set forth in paragraph (c) (3) of this clause.

**The following provision applies to paragraph (b) (2) of the clause:

**The offeror must submit a company profile and surge production data online through the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) WEBSITE AT http://dscp362.dscp.dla.mil/spiders/home/home.htm. A printed copy of the company profile and the "Committed Time-Phased Surge" production data must also be returned with this solicitation. This information shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

_____
_____
_____

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) *Definitions.* As used in this clause—

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that—

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(2) of this clause.

SECTION J - REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence (DSCP Form 3556 dated Oct 2001).

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Department of Defense Standard Practice. Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000

In accordance with Section J Reference Documents of PCR-C-007A.
In accordance with Paragraph 2 Applicable Documents for MIL-C-44072C.
In accordance with Section J Reference Documents of PCR-C-W-0001

DSCP Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations, March 2001.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 1, 1998.

Commercial Item Description (CID) Plastic Sheet, Polyolefin GSA, October 15, 1998.

Cushioning Material, Packing (Cellulosic, Water Absorbent. Commercial Item Description (CID) A-A-1898C, February 1994, GSA.

Commercial Item Description (CID) Plastic Sheet, Polyolefin. GSA, October 15, 1998.

Colors, Federal Standard # 595B, 15 December 89.

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control Z1.4

Standard Specification for Annealed Aluminum & Aluminum-Alloy for Flexible Barrier, Food Contact and Other Applications. ASTM B 479-00, May 2000.

Flow Rates of thermoplastics by Extrusion Plastometer. ASTM D 1238-00, November 2000.

Standard Test Method for Density of
lastics by the Density-Gradient Technique. ASTM D 1505-98, March 1998.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, April 1998.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D5118/D 5118M-9-95, November 1995.

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88-00, May 2000.

SECTION K Representations, Certifications and Other Statements of Offerors

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.203-11 Certification and Disclosure Regarding Payments to influence Certain Federal Transactions (Apr 1991)

52.204-5 Women-Owned Business (May 1999)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)

The following clauses are incorporated in full text:

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer;, or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's*

organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(d) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions*.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(d) *Taxpayer Identification Number (TIN)*.
* TIN: _____.
* TIN has been applied for.
* TIN is not required because:
* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
* Offeror is an agency or instrumentality of a foreign government;
* Offeror is an agency or instrumentality of the Federal Government.
(e) *Type of organization*.
* Sole proprietorship;
* Partnership;

Section K – continued

* Corporate entity (not tax-exempt);
* Corporate entity (tax-exempt);
* Government entity (Federal, State, or local);
* Foreign government;
*International organization per 26 CFR 1.6049-4;
* Other _____.
(f) *Common parent*.
* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
* Name and TIN of common parent:
Name _____
TIN _____

52.207-4 Economic Purchase Quantity-Supplies (Aug 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government
_____
_____
_____
(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

Section K – continued

52.209-5 -Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-
(A) Are (__) are not (___) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have __ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are ___ are not___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g*., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.211-9P38 PLACE OF PERFORMANCE (JAN 1992) DSCP

(a) the offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-24 or 52.215-6) information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.
(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.
(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

52.215-7 Annual Representations and Certifications-Negotiation (Oct 1997)

The offeror has [*check the appropriate block*]:

[ ] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [*insert date of signature on submission*] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [*insert changes that affect only this proposal; if "none," so state]*:
[ ] (b) Enclosed its annual representations and certifications.

Section K - continued

52.215-9P02 MINIMUM PROPOSAL ACCEPTANCE PERIOD (JAN 1992) DSCP

(a) "Acceptance Period", as used in this provision, means the number of hours or calendar days available to the government for awarding a contract from the date and hour specified in this solicitation for receipt of offers.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The government requests a minimum acceptance period of:

__90 Calendar Days_____

(d) In the space provided immediately below, offerors may specify a longer acceptance period than the government's request.

The offeror allows the following acceptance period:

_____ Hours or _____ Calendar Days

52.219-1 Small Business Program Representations (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ___**311812 and 311821**_____(*NAICS code*].

(2) The small business size standard is _**500 for 311812 and 750 for 311821 (***size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(c) *Definitions*. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(d) *Notice*.
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (*Apr 2002*).

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:
_____ Black American.
_____ Hispanic American.
_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
_____ Individual/concern, other than one of the preceding.

52.219-6 Notice of Total Small Business Set-Aside (July 1996)

(a) *Definition*. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
(b) *General*.
(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
(2) Any award resulting from this solicitation will be made to a small business concern.
(c) *Agreement*. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees

to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(d) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

(a) It o has, o has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
(b) It o has, o has not filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

(a) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
(b) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
(b) By signing this offer, the offeror certifies that-
(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable*.]
[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.242.9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror in Block 13 of Form 33, Solicitation and Offer:

_____
_____
_____
_____

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) DFARS

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will—

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) *Definitions.* As used in this clause?

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) DFARS

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS)

(a) Does the offeror propose to furnish?

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?
$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (DFARS)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 Submission of Offers:

A. DSCP will use best value continuum procedures, specifically the tradeoff process, for this acquisition. Offerors are required to submit a separate technical proposal along with the completed solicitation. Information required must be received no later than the time set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in paragraph L-2 to facilitate the Government's review in conducting a proper, thorough, and timely review of your proposal. Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in Section "M". Failure to furnish this information by the time specified in the solicitation may be cause for rejection if the proposal is not otherwise acceptable under the provisions for considering late offers. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

B. Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation/Prices	2
2	Technical Proposal	2

L-2 Technical Proposal:

A. The Technical Proposal Factors and Subfactors are as follows:

1.0 Product Demonstration Models (PDM'S)
2.0 Past Performance
 2.1 – Quality
 2.2 - Delivery
3.0 DLA Mentoring Program

SECTION "L" (CONTINUED)

1.0 Product Quality/Production Demonstration Model (PDM):

Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.

A total of 112 Samples (each) shall be submitted as PDM's to be distributed as follows:

32 PDM's shall be mailed to:

U.S. Army Solider Biological & Chemical Command
Natick Center for Excellence
Attn: AMSSB-RCF-F(N)
15 Kansas Street
Natick, MA 01760-5018 (508)233-5907/4402/4731

(Note: Packages containing PDM's shall be identified as such on the outside of the box, as well as identifying the RFP number).

A total of 70 samples shall be sent to the cognizant in-plant Government inspector for items requiring Government origin inspection. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offer shall submit this statement(s) with its balance of PDM samples submitted to DSCP.

The remaining ten samples (each), of the same product lot code, of the PDM shall be mailed along with your technical proposal to the address indicated on block 6 of the first page of the solicitation.

Production Standard Replenishment for Food Items: Acceptable PDMs will be used a production standards. Every 3 months, the Government Quality Assurance Representative (GQAR) will replenish the production standard at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements. Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the Government for all contractual requirements. Contractor will be responsible for shipment to Natick.

Characteristics for which the PDM's will be tested or evaluated are:

Organoleptic qualities such as taste, odor, texture appearance and overall quality.

The PDM rating will be acceptable or unacceptable. If any one of the characteristics of the PDM is rated unacceptable, the overall PDM will be rated unacceptable.

Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may require rejection of the offer. Offerors shall also certify that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government shall not accept product from any resultant contract, which does not conform, to all requirements.

The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

2.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on MRE Bakery items or similar type item(s) during the period since January 1, 2001 to include Quality, and Delivery History. Offerors who have not had contracts with DSCP should describe their commercial experience with similar items and provide the names, points of contact, and phone numbers of those commercial customers. Offers are requested to submit any information about any unfavorable instances of past performance that occurred since January 1, 2001 and the corrective actions taken to preclude any such recurrences. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

3.0 DLA Mentoring Business Agreement (MBA)

The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business and women-owned small business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O' Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from people Who Are Blind or Severely Disabled under the JWOD Act. DLA MBAs encourage participation and growth opportunities for small business, small disadvantaged business and women-owned small business concerns and JOWD entities in best value, long-term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and a small business, small disadvantaged business, women-owned small business concern or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth which is measurable and meaningful.

a. Participants

Cite your criteria in selecting a firm with whom to mentor. In addition, provide the following information with all submissions:

(a) Name, Address, and Plant Location for contract holder and potential Small Business, Small Disadvantaged Business or Women-Owned Small Business or JWOD participant(s).

(b) Point of Contract, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.

(c) The number of people employed by the Small Business, Small Disadvantaged Business or Women Owned Small Business or JWOD entity. If the firm is in the service sector, its annual average gross revenue for the last three fiscal years.

b. Agreement Type

Describe the type of agreement executed by the contract holder and the Small Business concern, Small Disadvantaged Business, Women-Owned Small Business concern or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans which identify new business ventures rather than expansion of existing agreements are preferred.

DLA MBA agreements shall specifically identify the areas of developmental assistance (i.e., management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan; i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

Offerors shall identify and describe the management control techniques that would be used to ensure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

(1) Provide a chart indicating the milestones for program implementation.

(2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

(a) An increase in the dollar value of subcontracts awarded to Small Business, Small Disadvantaged Business, Women Owned Small Business concerns and JWOD workshops under DLA contracts.

(b) An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.

(3) Mentors will be required to submit periodic progress reports on their agreements.

Section L - continued

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.211-14	**Notice of Priority Rating for National Defense Use**	**(Sep 1990)**
52.215-1	**Instructions to Offerors- Competitive Acquisition**	**(May 2001)**
52.216-1	**Type of Contract** The Government contemplates award of a Firm-Fixed, Indefinite Quantity contract resulting from this solicitation.	**(Apr 1984)**
52.219-24	**Small Disadvantaged Business Participation Program Targets**	**(Jan 1999)**
52.232-13	**Notice of Progress Payments**	**(Apr 1984)**
252.206-7000	**Domestic Source Restriction**	**(Dec 1991) DFARS**

The following clauses are incorporated in full text:

52.204-6 Data Universal Numbering System (DUNS) Number (June 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
(1) Company name.
(2) Company address.
(3) Company telephone number.
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation.
(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at

http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L (Dec 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained-

(a) From the ASSIST database via the Internet at http://assist.daps.mil; or
(b) By submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

52.215-5 Facsimile Proposals (Oct 1997)

(a) *Definition*. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
(c) The telephone number of receiving facsimile equipment is: 215-737-9300,9301,9302 or 9303
(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM *(DEC 1997*) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

52.233-2 Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Defense Supply Center Philadelphia, 700 Robbins Avenue, Philadelphia, PA 1911-5092.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by

the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://dscpweb/index.htm

52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision. The use in this solicitation of any Federal Acquisition Regulation (48 CFR) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions**.**

52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP

To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

52.211-9P17 AVAILABILITY OF PURCHASE DESCRIPTIONS AND OTHER SPECIFICATIONS (JAN 1992) DSCP

(a) Copies of the purchase descriptions and deviations from specifications cited in this solicitation may be obtained upon request from:

Defense Logistics Agency
Defense Supply Center Philadelphia
ATTN: DSCP-HS
(Telephone: (215) 737-4435)
700 Robbins Avenue
Philadelphia, PA 19111-5092

(b) Copies of U.S. Standards for grade of canned or frozen fruits and vegetables may be obtained from:

Processed Products Branch
Fruits and Vegetables Division
Agricultural Marketing Service
U.S. Department of Agriculture
1400 Independence Avenue, SW
STOP 0247
Washington, DC 20250

(c) Copies of specifications or data item descriptions that are listed in the DOD Index of Specifications and Standards (DODISS) may be obtained upon request from:

Standardization Document*
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No.: 215-697-2978
Telephone Order Entry System (TOES) Numbers: 215-697-1187 through and including 215-697-1197

*IMPORTANT: See FAR Provision 52.211-2 for requirements concerning requests.

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall?

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror?

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

SECTION "M" - EVALUATION FACTORS FOR AWARD

M-1 Source Evaluation and Selection Procedures:

A. Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the contracting officer. If a decision is made to hold discussions, the contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgement on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

B. Evaluation Process:

(1) **Technical Evaluation:** Offerors are required to submit technical proposals, as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

(2) **Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

(3) **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source selection report to the SSA. The SSA will make the source selection decision. The responsible offeror(s) whose proposal(s) are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in M-2, will be selected for award.

M-2 Evaluation Criteria:

A. The Government will use best value continuum procedures, specifically the tradeoff process, in evaluating proposals. The Government will make award to the responsible offerors whose offers conform to the requirements of the solicitation and are most advantageous to the Government, cost or price, technical quality, and other factors considered. For this solicitation, the technical proposal is more important than cost or price. As technical proposals become more equal, the evaluated cost or price becomes more important.

The Technical Evaluation Factors and Subfactors are as follows:

Technical evaluation factor 1.0 is significantly more important than evaluation factors 2.0 , 3.0 and 4.0 which are in descending order of importance. The subfactors under the Past Performance factor are in descending order of importance.

1.0 Product Demonstration Models (PDM's)
2.0 Past Performance
    2.1 – Quality
    2.2 - Delivery
3.0 DLA Mentoring Program

1.0 Product Demonstration Model (PDM's):
The Government will evaluate the PDM's for compliance with the item descriptions and product specifications and will also evaluate the organoleptic qualities of the food product to include taste, texture, odor, and appearance using the recognized hedonic rating scale to determine product acceptability. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

2.0 Past Performance:
The Government will evaluate the past performance of each offeror for the period since January 1, 2001 regarding product quality and timely delivery and based on that evaluation will assign each offeror a level of confidence that the offeror will perform satisfactorily. The Government will evaluate the offeror's record of past performance as reflected in its performance of contracts, and the contractor's reliability in providing product that conforms to the solicitation requirements.
This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to, warranty actions, destination failures, late deliveries etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will consider all relevant facts and circumstances, and therefore, encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since January 1, 2001. More recent trends in contractor performance/delivery will be given more weight since they are more indicative of the offerors future performance. That is (considering only the period since January 1, 2001) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

3.0 DLA Mentoring

Proposals will be evaluated in accordance with the following clause:

“ 52.219-9002 DLA Mentoring Business Agreements (MBA) Program (December 1997) – DLAD

The Government will comparatively evaluate the offeror’s response for current or proposed participation in the DLA MBA Program whereby Small Business (SB), Small Disadvantaged Business (SDB), and Women Owned Small Business (WOSB) are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also propose to mentor a Javits-Wagner-O’Day qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's’ willingness to assist such firms in receiving better market shares.”

SECTION M

PERIODIC REVIEW SAMPLES

All food components that are inspected by the USDA will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria:

Nine sample units of each item produced will be randomly selected throughout the day's production by the USDA inspector from not less than one of each five consecutive lots produced. The USDA inspector shall provide the samples to the contractor's representative, who will ship them to the following addresses at the contractor's expense once per month:

Six samples will be sent to:
USDA-AMS, F&V Division
Processed Products Branch
P. O. Box 96456 Rm 0726 South Bldg
ATTN: DCIS
Washington, DC 20090-6456
(202) 720-4693

Three samples will be sent to:
U.S. Army Solider Biological & Chemical Command
Natick Center for Excellence
Attn: AMSSB-RCF-F(N)
15 Kansas Street
Natick, MA 01760-5018 (508)233-5907/4402/4731

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

52.217-5 Evaluations of Options (Jul 1990)

The following clauses are incorporated in full text:

52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) DSCP

Unit prices shall be limited to a maximum of four decimal places. For evaluation and award purposes, offers containing a unit price of more than four decimal places shall be rounded off to four decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit-price(s). Payment shall be accomplished on a unit-price basis.

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

52.247-9P29 EVALUATION -- PALLETIZED SHIPMENTS (JAN 1992) DSCP

Contracts under this solicitation will require that each shipment be palletized. Railroad cars and trucks cannot be fully loaded with pallets as with unpalletized cases. F.O.B. destination offerors should consider this in determining the transportation cost to be included in their price. The government will also consider this in determining the transportation costs to be used in evaluation of F.O.B. origin offers. For this purpose, each item will be divided into individual shipment quantities which probably offer the most advantageous overall transportation pattern for the government considering weight, anticipated rates and rail car capacities. All offers will be evaluated to achieve the lowest possible overall cost to the government. It is possible because of palletizing, a portion of some otherwise low offer will not be accepted because the quantity will not be sufficient to be shipped advantageously.

52.248-9P02 EVALUATION OF OFFERS USING ALTERNATE VECP METHOD (APR 1992) DSCP

(a) One or more value engineering change proposals (VECPs) set forth in paragraph (b) below have been adopted as alternate methods of production. To determine entitlement for the VECP contractor, offerors are required to indicate in paragraph (b) the production method to be used under any contract resulting from this solicitation. Failure to check any block will be deemed to indicate that the offer is based upon using the current requirements without any alternate VECP.

(b) The offeror hereby agrees to use the following production method (check one):

( ) (1) Current requirements without any alternate VECP.

( ) (2) Alternate VECP No. _____ with a unit shared acquisition savings amount of $_____ (royalty), per _____. This VECP provides _____.

(c) When the offeror selects an alternate VECP method, an amount equal to the VECP shared acquisition savings rate shall be added to the offer price as an evaluation factor beginning with the _____ unit. However, the evaluation factor shall apply only to those quantities which, at the time of contract award, are scheduled for delivery on or before _____.

INTEGRATED PEST MANAGEMENT (IPM) PROGRAM REQUIREMENTS FOR OPERATIONAL RATIONS*

APPLICABLE TO ALL OPERATIONAL RATIONS*

1 DECEMBER 1998

I. Scope and Applicability

A. These IPM program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations. Contractors supplying other than subsistence items for the Operational Rations programs are exempt from the specific requirements contained in this document. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

1. Contractors are required to submit a single comprehensive written 'master' IPM program, containing all required supporting documentation, for each facility they intend to use for the processing, assembly, or storage of components and end items or final assemblies. The 'master' program will be tailored to address any unique aspects of the facility to which it pertains and will follow the format of the IPM program requirements as described in Paragraph III. of this document. All IPM programs will be submitted through the Contracting Officer for evaluation by a DSCP entomologist.

2. Once approved, each facility specific 'master' IPM program will remain in effect for one (1) year from the date of approval. Upon expiration of the 'master' program, a written request for program renewal, to include all modifications and updated supporting documentation (see paragraph V.), must be submitted to the Contracting Officer for approval by a DSCP entomologist. At no time will a contractor facility be allowed to participate in an Operational Rations program without a current and approved IPM program. Requests for program modifications may be made at any time but must apply to the previously approved 'master' IPM program currently in effect. The currently approved 'master' IPM program may be extended to cover any new contracts awarded during the course of the one (1) year life of the program. Requests for coverage of new contracts must be submitted in writing through the Contracting Officer for approval by a DSCP entomologist. Contractors new to the Operational Rations programs, or those reentering after a hiatus, will be required to submit initial 'master' IPM programs in conjunction with the solicitation process whenever it may occur.

B. Contractors involved in any aspect of an Operational Rations program shall comply with the Federal Food, Drug, and Cosmetic Act and the Federal Insecticide, Fungicide and Rodenticide act as amended, and any regulations promulgated thereunder.

C. An approved written 'master' IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or

shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to insure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.

2. Continuous product and facility inspections to include a pest surveillance program utilizing pheromone surveillance technology.

3. Proper facility design, maintenance, and physical pest exclusion.

4. Proper stock handling and warehousing techniques.

5. Appropriate use of mechanical pest control techniques and trapping strategies.

6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements*

*This section (III.) contains those required elements of the IPM program for Operational Rations which must be addressed in the written program to be submitted for approval prior to contract award. All program elements must be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing through the Contracting Officer for consideration by a DSCP entomologist.

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.

2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.

3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DSCP. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.

5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

*NOTE: A separate Sanitation Program is required as described in "Contractor Sanitation Program - Operational Rations", dated December 1998.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

2. Periodic facility walk-through sanitary inspections are encouraged in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3. must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program dated December 1998.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items.

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring will be accomplished jointly by contractor and pest control subcontractor personnel with collection results verified by an in-plant Government representative. Insect specimens collected from pheromone traps will be submitted by the Government representative directly to DSCP-HROS for identification. Reporting of negative results is not required. The contractor will provide all necessary collection and packaging materials and postage for the submission of specimens.

c. All other insect specimens collected from within contractor facilities during the course of contract operations, exclusive of pheromone traps and electrocution devices, will be submitted by a Government representative to DSCP-HROS for identification.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/certifications for all persons applying "Restricted Use" pesticides on the premises will be provided. Similarly, legible copies of product labels for any "Restricted Use" pesticide proposed for use will be provided, along with a narrative description for each pesticide to include, the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation. Material Safety Data Sheets (MSDS) are not required and are not acceptable in lieu of product labels.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for all persons applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Similarly, legible copies of product labels (not MSDS's) for any "General Use" pesticide proposed for use will be

provided, along with a narrative description of the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. A detailed narrative of the intended uses will be presented in the program as stated above. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during on-site visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the Inspector-in-Charge (IIC).

NOTE: In no case will product, pouches, meal bags, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. Rodenticide use descriptions and labels will be submitted as requested in the above paragraph. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DSCP entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. The source of the capability and a copy of the subject certification will be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by a DSCP entomologist.

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved 'master' IPM program will be submitted to the Contracting Officer for evaluation by a DSCP entomologist before implementation.

B. A DSCP entomologist will be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of unfavorable insect surveillance results, as they are determined. A contractor generated corrective action reply, describing what actions are being taken to correct the unfavorable situation, will be required.

V. Required Attachments/Inclusions

A. Copies of pesticide use logs/service reports for the six (6) month period immediately preceding receipt of the solicitation to which the 'master' IPM program applies will be submitted. Each written request for IPM program renewal will also include use logs or services reports for the previous six (6) months, as well as any program updates or modifications.

B. Copies of current applicator licenses or certifications. Update as appropriate.

C. Pesticide labels as described above.

D. Pesticide use narratives as described above.

CONTRACTOR SANITATION PROGRAM – OPERATIONAL RATIONS*

*APPLICABLE TO ALL OPERATIONAL RATIONS

1 DECEMBER 1998

I. Scope and Applicability

A. These Sanitation Program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations.

B. Contractors are required to submit a comprehensive written Sanitation Program, plus supporting documentation, addressing all facilities and operations used for the processing, storage, or assembly of ingredients, components, and end items. The written Sanitation Program will be tailored to address any unique aspects of the facilities and operations involved and will follow the format of the Sanitation Plan requirements as described in Paragraph II. of this document. All Sanitation Programs will be submitted through the Contracting Officer for evaluation by a DSCP quality control sanitarian and must be approved before any contract award is made.

C. Once approved, each Sanitation Program will remain in effect for one (1) year from the date of approval. Requests for renewal of the Sanitation Program will be required upon expiration. At no time will a contractor be allowed to participate in an Operational Rations program without a current and approved Sanitation Program. Program changes, modifications, or updates will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian and may be submitted at any time. Approved plans will automatically be extended to cover subsequent awards received during the period covered by the currently approved program.

II. Sanitation Program Required Elements*

*This section (II.) contains those required elements of the Contractors Sanitation Program, which must be addressed in writing for approval prior to contract award. All program elements must be addressed and supporting documentation provided.

A. Sanitation Program Content

The offerer shall provide a written description of the overall sanitation program currently in-place to include:

1. The organizational structure as it applies to the sanitation function and the supervision of sanitation workers. Indicate either names or positions of the individuals comprising the sanitation committee.

2. A description of the training/education and experience of sanitation supervisory personnel, as well as a description of training provided to sanitation shift workers.

3. A description of the in-place employee Good Manufacturing Practices (GMP's) training program.

4. A master facility sanitation schedule which encompasses all areas of all facilities involved in the production, assembly, and/or storage of components and end items.

5. A master equipment sanitation schedule which encompasses all processing and support equipment used in the production and/or assembly of components and end items.

6. A listing of sanitation chemicals used within the facilities either for facility or equipment cleaning and sanitizing and a brief description of their uses. Copies of product labels will be included.

7. A copy of the company Hazard Analysis Critical Control Point (HACCP) Program for the control of biological, chemical, and physical hazards designed to insure food safety will be made available for review upon request. As a minimum requirement, if no HACCP program exists, a description of the existing microbial testing program will be provided.

B. Supporting Documentation

The offerer may provide representative copies of sanitary evaluations, surveys, reports, and inspections generated by contract organizations or consultants during the 12 months immediately preceding receipt of this solicitation.

C. Sanitation Compliance Monitoring

1. The offerer shall describe the inspection and monitoring techniques used to verify the effectiveness of the overall sanitation program. A description of how corrective actions are initiated and monitored to completion, when sanitation deficiencies occur, shall also be provided.

2. The government reserves the right to verify sanitary compliance by performing sanitary compliance inspections of production and storage facilities producing or storing product under the terms of the contract.

III. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved Sanitation Program will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian before implementation.

B. A DSCP quality control sanitarian will be immediately informed of any sanitary deficiencies which result in production delays, stoppage, facility shutdown, or contamination/adulteration of food products or packaging materials. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of significant or repeat sanitation deficiencies reported by the cognizant inspection activity. A contractor generated corrective action reply, describing what actions are being taken to resolve the deficiency, will be required.

Attachment 1

PCR-C-007A
16 October 2001
SUPERSEDING
PCR-C-007
30 September 1999

SECTION C

This document covers shelf stable cakes and brownies packaged in a flexible pouch for use by the Department of Defense as a component of operational rations.

C-1 ITEM DESCRIPTION

PCR-C-007A, CAKES AND BROWNIES, SHELF STABLE

Types and Flavors.

Type I - Cakes, shelf stable

Flavor 1 - Vanilla pound cake
Flavor 2 - Lemon pound cake
Flavor 3 - Orange pound cake
Flavor 4 - Pineapple pound cake
Flavor 5 - Chocolate mint pound cake with chocolate drops
Flavor 6 - Lemon poppy seed pound cake
Flavor 7 - Spice pound cake
Flavor 8 - Almond poppy seed pound cake
Flavor 9 - Pumpkin pound cake

Type II - Brownies, shelf stable

Flavor 1 - Fudge brownie with chocolate drops

Packages.

Package A - Meal, Cold Weather (MCW)
Package B - Food Packet, Long Range Patrol (LRP)
Package C - Meal, Ready-to-Eat (MRE)

C-2 PERFORMANCE REQUIREMENTS

A. Product standard. A sample shall be subjected to first article or product demonstration model inspection as applicable, in accordance with the tests and inspections of Section E of this Performance-based Contract Requirements document.

B. Shelf life. The packaged food shall meet the minimum shelf life requirement of 36 months at 80°F.

C. Appearance.

(1) General. The product shall be intact. The product shall show no signs of excessive heating (materially darkened or scorched). The product surface may have slightly browned edges. The product shall have a uniform cell (crumb) structure. The product shall be free from foreign materials.

(2) Type I.

a. Flavor 1 cake shall have a light tan surface and a pale, off-white crumb.

b. Flavor 2 cake shall have a light golden surface and a yellow crumb.

c. Flavor 3 cake shall have a medium orange surface and a light orange crumb.

d. Flavor 4 cake shall have a light golden tan surface and a pale yellow crumb.

e. Flavor 5 cake shall have a dark brown surface and crumb and shall have chocolate drops distributed throughout.

f. Flavor 6 cake shall have a light golden surface and a yellow crumb with poppy seeds.

g. Flavor 7 cake shall have a medium beige surface and a light beige crumb and may have flecks of spices.

h. Flavor 8 cake shall have a golden brown surface and a medium golden brown crumb with poppy seeds.

i. Flavor 9 cake shall have a golden brown surface and a golden brown crumb.

(3) Type II. Flavor 1 brownie shall have a very dark brown surface and crumb and shall have chocolate drops distributed throughout.

D. Odor and flavor.

(1) Foreign. The packaged food shall be free from foreign odors and flavors.

(2) Type I.

a. Flavor 1 cake shall have a sweet vanilla odor and flavor.

b. Flavor 2 cake shall have a sweet, mild lemon odor and flavor.

c. Flavor 3 cake shall have a sweet, mild orange odor and flavor.

d. Flavor 4 cake shall have a sweet, mild pineapple odor and flavor.

e. Flavor 5 cake shall have a semi-sweet chocolate and mild mint odor and flavor.

f. Flavor 6 cake shall have a sweet, mild lemon and poppy seed odor and flavor.

g. Flavor 7 cake shall have a sweet spice odor and flavor.

h. Flavor 8 cake shall have a sweet almond and poppy seed odor and flavor.

i. Flavor 9 cake shall have a sweet pumpkin spice odor and flavor.

(3) Type II. Flavor 1 brownie shall have a sweet, slightly bitter chocolate odor and flavor.

E. Texture.

(1) Type I.

a. Flavor 1, flavor 2, flavor 3, flavor 4, flavor 7 or flavor 9 cake shall have a dense, firm, tender, moist, fine grain crumb texture.

b. Flavor 5 cake shall have a dense, firm, tender, moist, fine grain crumb texture with chocolate drops.

c. Flavor 6 and flavor 8 cakes shall have a dense, firm, tender, moist, fine grain crumb with slightly crunchy poppy seeds.

(2) Type II. Flavor 1 brownie shall have a very dense, firm, moist texture with chocolate drops.

F. Size. The product dimensions shall be not greater than 4 3/4 inches long and 3 1/4 inches wide.

G. Weight.

(1) Type I. The average net weight of type I cake shall be not less than [illegible]. No individual pouch shall have a net weight of less than [illegible].

(2) Type II. The average net weight of type II brownie shall be not less than [illegible] ounces. No individual pouch shall have a net weight of less than [illegible].

H. Palatability and overall appearance. The finished product shall be equal to or better than the approved product standard in palatability and overall appearance.

I. Analytical requirements.

(1) Fat content. The fat content for type I - cakes and type II - brownies shall be not less than 18.0 percent.

(2) Moisture content. The moisture content for type I - cakes shall be not more than 13.0 percent. The moisture content for type II - brownies shall be not more than [illegible] percent.

(3) Water activity (Aw). The water activity of the packaged product shall be not greater than 0.850.

(4) Oxygen content. The oxygen content of the filled and sealed pouch shall not exceed 0.30 percent.

C-3 MISCELLANEOUS INFORMATION

THE FOLLOWING IS INFORMATION ONLY TO PROVIDE THE BENEFIT OF PAST GOVERNMENT EXPERIENCE. THIS IS NOT A MANDATORY CONTRACT REQUIREMENT.

A. Product ingredients/formulation. Ingredients and formulation percentages for cake flavor 1 through 6 and brownies may be as follows:

Ingredient	Cake Flavors 1	2	3	4	5	6	Brownies 1
Flour, cake	24.12	24.06	23.98	24.00	16.33	23.58	[illegible]
Sugar, granulated	27.69	27.65	27.65	27.65	24.91	27.13	[illegible]
Starch, instant, granular	1.00	1.00	1.00	1.00	1.00	0.98	[illegible]
Maltodextrin	2.50	2.50	2.50	2.50	2.50	2.45	---
Salt	0.34	0.34	0.34	0.34	0.30	0.33	[illegible]
Baking powder	0.15	0.15	0.15	0.15	0.13	0.14	---
Xanthan gum	0.03	0.03	0.03	0.03	0.03	0.03	[illegible]
Guar gum	0.03	0.03	0.03	0.03	0.03	0.03	[illegible]
Potassium sorbate	0.05	0.05	0.05	0.05	0.05	0.05	[illegible]
Shortening, high ratio	16.25	16.25	16.25	16.25	13.73	15.95	---
Eggs	17.28	17.28	17.28	17.28	16.57	16.93	[illegible]
Water	6.91	6.91	6.91	6.91	6.23	6.77	[illegible]
Glycerol	3.46	3.46	3.46	3.46	3.12	3.39	[illegible]
Cocoa	---	---	---	---	[illegible]	---	---
Flavoring, cream	0.04	0.04	0.04	0.04	0.04	0.04	---
Flavoring, vanilla, double strength	0.15	0.11	0.11	0.11	0.10	0.11	---
Flavoring, vanilla, single strength	---	---	---	---	---	---	[illegible]
Lemon oil	---	0.05	---	---	---	0.05	---
Orange oil	---	---	0.07	---	---	---	---
Flavoring, pineapple	---	---	---	0.07	---	---	---
Flavoring, chocolate mint	---	---	---	---	0.30	---	---
Chocolate drops	---	---	---	---	3.90	---	[illegible]
Yellow lake dispersion	---	0.02	---	0.01	---	0.02	---
Orange lake dispersion	---	---	0.08	---	---	---	---
Citric acid, anhydrous	---	0.07	0.07	0.12	---	0.07	---
Cocoa	---	---	---	---	---	---	[illegible]
Shortening, vegetable	---	---	---	---	---	---	[illegible]
Emulsifier	---	---	---	---	---	---	[illegible]
Sodium steroyl-2-lactylate	---	---	---	---	---	---	[illegible]
Poppy seeds	---	---	---	---	---	2.00	---

B. Ingredients for flavor 7 cake may be as follows:

Sugar, bleached enriched flour (bleached flour, reduced iron, niacin, thiamine mononitrate, riboflavin, folic acid), vegetable shortening (emulsified, partially hydrogenated soybean oil and/or cottonseed oil, mono and diglycerides), water, glycerin, maltodextrin, may contain 2% or less of: food starch-modified, salt, baking powder (sodium acid pyrophosphate, sodium bicarbonate, corn starch, monocalcium phosphate), potassium sorbate (a mold inhibitor), xanthan gum, guar gum, egg whites, artificial flavor, cinnamon, allspice, ginger.

C. Ingredients for flavor 8 cake may be as follows:

Sugar, bleached and enriched flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin folic acid), whole eggs, vegetable shortening (partially hydrogenated soybean and cottonseed oils with mono and diglycerides), water, glycerol, egg whites, maltodextrin. Contains 2% or less of the following: Poppy seeds, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), xanthan gum, guar gum, potassium sorbate, natural and artificial flavors, caramel color.

D. Ingredients for flavor 9 cake may be as follows:

Sugar, bleached and enriched flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), whole eggs, vegetable shortening (partially hydrogenated soybean and cottonseed oils with mono and diglycerides), pumpkin, water, glycerol, egg whites, maltodextrin. Contains 2% or less of the following: modified food starch, salt, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), xanthan gum, guar gum, potassium sorbate, natural and artificial flavors, spice.

SECTION D

D-1 PACKAGING

A. Packaging. One unit of product and one oxygen scavenger packet shall be packed in a preformed or form-fill-seal barrier pouch as described below.

(1) Preformed pouches.

a. Pouch material. The preformed pouch shall be fabricated from 0.003 inch thick ionomer or polyethylene film laminated or extrusion coated to 0.00035 inch thick aluminum foil which is then laminated to 0.0005 inch thick polyester. The three plies shall be laminated with the polyester on the exterior of the pouch. All tolerances for thickness of pouch material shall be plus or minus 20 percent. The material shall show no evidence of delamination, degradation, or foreign odor when heat sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart an odor or flavor to the product. For package A (MCW), the complete exterior surface of the pouch shall be colored white overall with a color in the range of 27778 through 27886 of FED-STD-595, Colors Used in Government Procurement. For package B (LRP) and package C (MRE) the complete exterior surface of the pouch shall be uniformly colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of FED-STD-595.

b. Pouch construction. The pouch shall be a flat style preformed pouch having maximum inside dimensions of 5-1/2 inches wide by 6-3/4 inches long. The pouch shall be made by heat sealing three edges with 3/8 inch (-1/8 inch, +3/16 inch) wide seals. The heat seals shall be made in a manner that will assure hermetic seals. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 3 pounds per inch of width when tested as specified in E-6, A.,(4),a. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A.,(4),c. A tear notch shall be made in one or both side seals to facilitate opening of the filled and sealed pouch. A 1/8 inch wide lip may be incorporated at the open end of the pouch to facilitate opening and filling of the pouch.

c. Pouch filling and sealing. One unit of product and one oxygen scavenger packet shall be inserted into the pouch. The filled pouch shall be sealed. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. [illegible]

strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch or width when tested as specified in E-6,A.,(4),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A.,(4),c.

(2) Horizontal form-fill-seal pouches.

a. Pouch material. The horizontal form-fill-seal pouch shall consist of a formed tray-shaped body with a flat sheet, heat sealable cover or a tray-shaped body with a tray-shaped heat sealable cover. The tray-shaped body and the tray-shaped cover shall be fabricated from a 3-ply flexible laminate barrier material consisting of, from outside to inside, 0.0009 inch thick oriented polypropylene bonded to 0.0007 inch thick aluminum foil with 10 pounds per ream pigmented polyethylene or adhesive and bonding the opposite side of the aluminum foil to 0.003 inch thick ionomer or a blend of not less than 50 percent linear low density polyethylene and polyethylene. The linear low density polyethylene portion of the blend shall be the copolymer of ethylene and octene-1 having a melt index range of 0.8 to 1.2 g/10 minutes in accordance with ASTM D 1238, Flow Rates of Thermoplastics by Extrusion Plastometer and a density range of 0.918 to 0.922 g/cc in accordance with ASTM D 1505, Density of Plastics by Density Gradient Technique. Alternatively, 0.0005 inch thick polyester may be used in place of the oriented polypropylene as the outer ply of the laminate. The flat sheet cover shall be made of the same 3-ply laminate as specified for the tray shaped body except the aluminum foil thickness may be 0.00035 inch. All tolerances for thickness of pouch material shall be plus or minus 20 percent. The color requirements of the exterior (printed polypropylene or polyester side) of the laminate shall be as specified in B-1,A.,(1),a. The pouches shall show no evidence of delamination, degradation, or foreign odor when heat sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart any odor or flavor to the product.

b. Pouch construction. The tray-shaped body and the tray-shaped cover shall be formed by drawing the flexible laminate material into an appropriately shaped cavity. The flat cover shall be in the form of a flat sheet of the barrier material taken from roll stock. One unit of product and one oxygen scavenger packet shall be placed into the tray-shaped body of the pouch. The filled pouch body shall be hermetically sealed. Pouch closure shall be effected by heat sealing together the cover and body along the entire pouch perimeter. The closure seal width shall be a minimum of 1/8 inch. The closure seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,A.,(4),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A.,(4),c. The maximum outside dimensions of the sealed pouch shall be 6 inches wide by 6 inches long. A tear notch, or serration, shall be provided on one or more edges of the pouch to facilitate opening of the filled and sealed pouch. The sealed pouch shall not show any evidence of material degradation, aluminum stress cracking, delamination or foreign odor. Heat seals shall be free of entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects.

(3) Oxygen scavenger packet. The oxygen scavenger (absorber) shall be contained in materials that are safe for direct and indirect food contact, and suitable for use with edible products. The oxygen scavenger (absorber) shall be in compliance with all applicable FDA and USDA regulations.

D-2 LABELING

A. Pouches. Each pouch shall be clearly printed or stamped, in a manner that does not conceal or impair visual examination of heat seals or damage the pouch, with permanent black ink or other, dark, contrasting color which is free of carcinogenic elements. Pre-printed information, information printed prior to sealing or lot marking printed by non-contact type printing equipment may be located anywhere on the pouch (in one complete print). Information printed subsequent to sealing by contact type printing equipment may be located anywhere on the pouch, except the closure seal area. The label shall contain the following information:

(1) Product name (letters not less than 1/8 high).
(2) Date. 1/
(3) Net Weight.
(4) Contractor's name and address.
(5) "Nutrition Facts" label in accordance with the Nutrition Labeling and Education Act (NLEA) and all applicable FDA/USDA regulations.

1/ Each pouch shall have the date of pack noted by using a four digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, 16 October 2001 would be coded as 1289 The Julian day code shall represent the day the product was packaged into the pouch.

D-3 PACKING

A. Packing for shipment to ration assembler. Not more than 40 pounds of pouched product shall be packed in a fiberboard shipping container constructed in accordance with style RSC-L, class domestic, variety SW, grade 200 of ASTM D 5118, Standard Practice for Fabrication of Fiberboard Shipping Boxes. Each container shall be securely closed in accordance with ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers.

D-4 MARKING

A. Shipping containers. Shipping containers shall be marked in accordance with DSCP Form 3556, Marking Instructions for Shipping Cases, Sacks and Palletized/Unitized Loads of Perishable and Semiperishable Subsistence.

SECTION E INSPECTION AND ACCEPTANCE

The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are required. When required, the manufacturer shall provide the certificate(s) of conformance to the appropriate inspection activity. Certificate(s) of conformance not provided shall be cause for rejection of the lot.

A. Definitions.

(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

B. Classification of inspections. The inspection requirements specified herein are classified as follows:

(1) Product standard inspection. The first article or product demonstration model, shall be inspected in accordance with the provisions of this document and evaluated for overall appearance and palatability. Any failure to conform to the performance requirements or any appearance or palatability failure, shall be cause for rejection of the lot. The approved first article or product demonstration model shall be used as the product standard for periodic review evaluations. All food components that are inspected by the USDA shall be subject to periodic review sampling and evaluation. The USDA shall select sample units during production of contracts and submit them to the following address for evaluation:

US Army Soldier & Biological Chemical Command
Soldiers System Ctr., Natick Soldier Center
Attn: AMSSB-RCF-F(N)
15 Kansas Street
Natick, MA 01760-5018

One lot shall be randomly selected during each calendar month of production. Six (6) sample units of each item produced shall be randomly selected from that one production lot. The six (6) sample units shall be shipped to Natick within five working days of the end of the production month and upon completion of all USDA inspection requirements. The sample units will be evaluated for the characteristics of appearance, odor, flavor, texture and overall quality.

(2) Conformance inspection. Conformance inspection shall include the product examination and the methods of inspection cited in this section.

E-5 QUALITY ASSURANCE PROVISIONS (PRODUCT)

A. Product examination. The finished product shall be examined for compliance with the performance requirements specified in Section C of this Performance-based Contract Requirements document utilizing the double sampling plans indicated in ANSI/ASQC Z1.4 - 1993. The lot size shall be expressed in pouches. The sample unit shall be the contents of one pouch. The inspection level shall be S-3 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 1.5 for major defects and 4.0 for minor defects. Defects and defect classifications are listed in Table I.

TABLE I. Product defects 1/ 2/

Category		Defect
Major	Minor	
		General
101		Cake not type or flavor specified.
102		Evidence of excessive heating (materially darkened or scorched).
103		Pouch does not contain one intact oxygen scavenger packet.
	201	Net weight of any individual type I cake less than 0.95 ounces. 3/
	202	Net weight of any individual type II brownie less than 1.0 ounces. 3/

TABLE I. Product defects 1/ 2/ cont'd

Category		Defect
Major	Minor	
	203	Dimensions of cake or brownie not as specified.
	204	Not an intact cake or brownie.
	205	Evidence of dense crumb compression streaks.
		Type I, Flavor 1
104		Odor or flavor not a sweet vanilla.
	206	Not a light tan surface and not a pale off-white crumb.
	207	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 2
105		Odor or flavor not a sweet, mild lemon.
	208	Not a light golden surface and not a yellow crumb.
	209	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 3
106		Odor or flavor not a sweet, mild orange.
	210	Not a medium orange surface and not a light orange crumb.
	211	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 4
107		Odor or flavor not a sweet, mild pineapple.
	212	Not a light tan surface and not a pale yellow crumb.
	213	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 5
108		Odor or flavor not a semi-sweet chocolate with mild mint.
	214	Not a dark brown surface and crumb with chocolate drops distributed throughout.
	215	Not dense, firm, tender, moist, fine, with chocolate drops.
		Type I, Flavor 6
109		Odor or flavor not a sweet mild lemon and poppy seed.
	216	Not a light golden surface and not a yellow crumb with poppy seeds throughout.

TABLE I. Product defects 1/ 2/ cont'd

Category		Defect
Major	Minor	
	217	Not dense, firm, tender, moist, fine grain crumb with slightly crunchy poppy seeds.
		Type I, Flavor 7
110		Odor or flavor not a sweet, spice.
	218	Not a medium beige surface and not a light beige crumb.
	219	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 8
111		Odor or flavor not a sweet almond and poppy seed.
	220	Not a golden brown surface and not a medium golden brown crumb with poppy seeds.
	221	Not dense, firm, tender, moist, fine grain crumb with slightly crunchy poppy seeds.
		Type I, Flavor 9
112		Odor or flavor not a sweet pumpkin spice.
	222	Not a golden brown surface and not a golden brown crumb.
	223	Not dense, firm, tender, moist, and fine.
		Type II, Flavor 1
113		Brownie odor or flavor not a sweet, slightly bitter chocolate.
	224	Brownie not a very dark brown surface and crumb with chocolate drops distributed throughout.
	225	Brownie not very dense, firm, moist with chocolate drops.

1/ Presence of any foreign materials such as, but not limited to dirt, insect parts, hair, glass, wood, or metal, or foreign odors or flavors such as, but not limited to rancid, scorched, rancid, sour, stale, musty or moldy shall be cause for rejection of the lot.

2/ Finished product not equal to or better than the approved product standard in palatability and overall appearance shall be cause for rejection of the lot.

3/ Sample average net weight less than 2.5 ounces shall be cause for rejection of the lot.

4/ Sample average net weight less than 3.0 ounces shall be cause for rejection of the lot.

B. Methods of inspection.

(1) Shelf life. The contractor shall provide a certification or documentation that the product has a 3 year shelf life when stored at 80°F. Government verification may include storage for 6 months at 100°F or 36 months at 80°F. Upon completion of either storage period, the product will be subjected to a sensory evaluation panel for appearance and palatability and must receive an overall score of 5 or higher based on a 9 point hedonic scale to be considered acceptable.

(2) Net weight. The net weight shall be determined by weighing each sample unit on a suitable scale tared with a representative empty pouch and an oxygen scavenger packet. Results shall be reported to the nearest 0.1 ounce.

(3) Analytical. Eight filled and sealed pouches shall be randomly selected from one production lot and prepared and analyzed in accordance with the latest edition of the Official Methods of Analysis of AOAC International (OMA). Test results shall be reported to the nearest 0.1 percent. Verification will be conducted through actual testing by a Government laboratory. Any individual pouch not conforming to the analytical requirements shall be cause for rejection of the lot.

(4) Water activity testing. Eight filled and sealed pouches shall be randomly selected from one production lot and tested for water activity in accordance with the latest edition of the Official Methods of Analysis of AOAC International (OMA), using an electric hygrometer system self temperature controlled (at 25°C) or an equivalent instrument. Water activity shall be determined not less than 4 days but not more than 21 days after baking to allow moisture equilibration in the product. The sample unit shall be a specimen from the center of the product. Test results shall be reported to the nearest 0.01 Aw. Verification will be conducted through actual testing by a Government laboratory. Any individual result not conforming to the water activity requirement shall be cause for rejection of the lot.

(5) Oxygen content testing. Eight filled and sealed pouches shall be randomly selected from one production lot and individually tested for oxygen content in accordance with any USDA approved test method. Testing shall be accomplished after the filled and sealed pouches have been allowed to equilibrate at room temperature for not less than 48 hours from the time of sealing. Test results shall be reported to the nearest 0.1 percent. Verification will be conducted through actual testing by a Government laboratory. Any individual result not conforming to the oxygen content requirement shall be cause for rejection of the lot.

E-6 QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS)

A. Packaging.

(1) Pouch material certification. Material listed below may be accepted on the basis of a contractor's certification of conformance to the indicated requirements. In addition, compliance to the requirements for inside pouch dimensions and dimensions of manufacturer's seals may be verified by certificate of conformance.

Requirement	Requirement paragraph	Test procedure
Thickness of films for laminated material	D-1,A,(1),a and D-1,A,(2),a	As specified in ASTM D 2103
Aluminum foil thickness	D-1,A,(1),a and D-1,A,(2),a	As specified in ASTM B 479
Laminated material identification and construction	D-1,A,(1),a and D-1,A,(2),a	Laboratory evaluation
Color of laminated material	D-1,A,(1),a and D-1,A,(2),a	Visual evaluation by FED-STD-595 3/

1/ ASTM D 2103 Specification for Polyethylene Film and Sheeting.

2/ ASTM-B-479 Specification for Annealed Aluminum Foil For Flexible Barrier Applications.

3/ FED-STD-595 Colors Used in Government Procurement.

(2) Unfilled preformed pouch certification. A certification of conformance may be accepted as evidence that unfilled pouches conform to the requirements specified in E-1,A.,(1),a. and b. When deemed necessary by the CSTA, testing of the unfilled preformed pouches for seal strength shall be as specified in E-6,A.,(4),a.

(3) Filled and sealed pouch examination. The filled and sealed pouches shall be examined for the defects listed in table II. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be I and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 6.5 for major defects and 2.5 for minor defects.

TABLE II. Filled and sealed pouch defects 1/

Category		Defect
Major	Minor	
101		Tear, hole, or open seal.
102		Seal width less than 1/16 inch. 2/
103		Presence of delamination. 3/
104		Unclean pouch. 4/
105		Pouch has foreign odor.
106		Any impression or design on the heat seal surfaces which contributes or impairs visual detection of seal defects. 5/
107		Not packaged as specified.
108		Presence of stress cracks in the aluminum foil. 6/ 7/
	201	Label missing, incorrect, or illegible.
	202	Tear notch or serrations missing or does not facilitate opening.
	203	Seal width less than 1/8 inch but greater than 1/16 inch.
	204	Presence of delamination. 3/

1/ Any evidence of rodent or insect infestation shall be cause for rejection of the lot.

2/ The effective closure seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, from side seal to side seal that produces a hermetically sealed pouch.

3/ Delamination defect classification:

Major - Delamination of the outer ply in the pouch seal area that can be propagated to expose aluminum foil at the food product edge of the pouch after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise- counterclockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the pouch material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the

delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernible resistance to the gentle lifting, the delamination shall be classified as a major defect. Additionally, spot delamination of the outer ply in the body of the pouch that is able to be propagated beyond its initial borders is also a major defect. To determine if the laminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent marking pen. Open the pouch and remove the contents. Cut the pouch transversely not closer than 1/4 inch (1-1/16 inch) from the delaminated area. The pouch shall be flexed in the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be classified as a major defect.

Minor - Minor delamination of the outer ply in the pouch seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor outer ply delamination in the pouch seal area or isolated spots of delamination in the body of the pouch that do not propagate when flexed as described above shall be classified as minor defects.

4/ Outer packaging shall be free from foreign matter which is unwholesome, has the potential to cause pouch damage (for example, glass, metal fillings) or generally detracts from the clean appearance of the pouch. The following examples shall not be classified as defects for unclean:

a. Foreign matter which presents no health hazard or potential pouch damage and which can be readily removed by gently shaking the package or by gently brushing the pouch with a clean dry cloth.

b. Dried product which affects less than 1/8 of the total surface area of one pouch face (localized and aggregate).

c. Water spots.

5/ If doubt exists as to whether or not the sealing equipment leaves an impression or design on the closure seal surface that could conceal or impair visual detection of seal defects, samples shall be furnished to the contracting officer for a determination of its acceptability.

6/ Applicable to form-fill-seal pouches only.

7/ The initial examination shall be a visual examination of the closed package. Any suspected visual evidence of stress cracks in the aluminum foil (streaks, creases, or other disruptions in the laminated film) shall be verified by the following physical examination. To examine for stress cracks, the inside surface of [illegible] shall be placed over a light source and the outside surface observed for the presence of light. Observation of light through the pouch material in the form of a curved or straight line greater than 2 mm in length shall be evidence of the presence of stress cracks. Observation of light through the pouch material in the form of a curved or straight line 2 mm in length or smaller or of a single pinpoint shall be considered a pinhole. Observation of ten or more pinholes per pouch shall be evidence of material degradation.

(4) Seal testing. The pouch seals shall be tested for seal strength as required in a, b, or c, as applicable.

a. Unfilled preformed pouch seal testing. The seals of the unfilled preformed pouch shall be tested for seal strength in accordance with ASTM F 88 - Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. Three adjacent specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the three specimens cut from that side. Any average seal strength of less than 6 pounds per inch of width [illegible]

specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

b. Pouch closure seal testing. The closure seals of the pouches shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. For the closure seal on preformed pouches, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. For form-fill-seal pouches, three adjacent specimens shall be cut from each side and each end of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three-seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch on the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table II, footnote 2/) shall be considered a test failure and shall be cause for rejection of the lot.

B. Packing.

(1) Shipping container and marking examination. The filled and sealed shipping containers shall be examined for the defects listed in table III below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

TABLE III. Shipping container and marking defects

Category		Defect
Major	Minor	
101		Marking omitted, incorrect, illegible, or improper size, location, sequence or method of application.
102		Inadequate workmanship. 1/
	201	More than 40 pounds of product.

1/ Inadequate workmanship is defined as, but not limited to, improperly closed container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

SECTION J REFERENCE DOCUMENTS

DSCP FORMS

DPSC FORM 3556 Marking Instructions for Shipping Cases, Sacks and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence

FEDERAL STANDARD

FED-STD-595 Colors Used in Government Procurement

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY (ASQ)

ANSI/ASQCZ1.4-1993 Sampling Procedures and Tables for Inspection by Attributes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

B 479 Specification for Annealed Aluminum Foil For Flexible Barrier Applications
D 1238 Flow Rates of Thermoplastics by Extrusion Plastometer
D 1505 Density of Plastics by Density Gradient Technique
D 1974 Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers
D 2103 Specification for Polyethylene Film and Sheeting
D 5118 Standard Practice for Fabrication of Fiberboard Shipping Boxes
F 88 Seal Strength of Flexible Barrier Materials

AOAC INTERNATIONAL Official Methods of Analysis of the AOAC International

Attachment 2

INCH-POUND

MIL-C-44072C
30 April 1990
SUPERSEDING
MIL-C-44072B
9 December 1987

MILITARY SPECIFICATION

COOKIES, OATMEAL; AND BROWNIES; CHOCOLATE COVERED

This specification is approved for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 Scope. This specification covers chocolate covered oatmeal cookies and chocolate covered brownies in flexible bags for use as a component of operational rations.

1.2 Classification. The product shall be of the following types, as specified (see 6.1).

Type I - Brownies, chocolate covered
Type II - Oatmeal cookie bars, chocolate covered

2. APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Specifications, standards, and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation (see 6.1).

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be used in improving this document should be addressed to: U.S. Army Natick Research, Development, and Engineering Center, Natick, MA 01760-5014 by using the Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.

AMSC N/A

FSC 8920

SPECIFICATIONS

FEDERAL

L-P-378	-	Plastic Sheet and Strip, Thin Gauge, Polyolefin
QQ-A-1876	-	Aluminum Foil
PPP-B-636	-	Boxes, Shipping, Fiberboard

MILITARY

MIL-C-10928	-	Candy and Chocolate Confections

STANDARDS

FEDERAL

FED-STD-595	-	Colors

MILITARY

MIL-STD-105	-	Sampling Procedures and Tables for Inspection by Attributes
MIL-STD-129	-	Marking for Shipment and Storage

(Unless otherwise indicated, copies of federal and military specifications, standards, and handbooks are available from the Standardization Documents Order Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094.)

2.1.2 Other Government documents, drawings, and publications. The following other Government documents, drawings, and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation.

ENVIRONMENTAL PROTECTION AGENCY (EPA)

National Primary Drinking Water Regulations

(Copies are available from the Office of Drinking Water, Environmental Protection Agency, WH550D, 401 M Street, S.W., Washington, DC 20460.)

U.S. DEPARTMENT OF AGRICULTURE (USDA)

Regulations Governing the Inspection of Eggs and Egg Products (7 CFR Part 59)

(Copies are available from Poultry Division, Agricultural Marketing Service, U.S. Department of Agriculture, Room 3932, South Building, P.O. Box 96456, Washington, DC 20090-6456.)

U.S. Standards for Grades of Shelled Almonds
U.S. Standards for Grades of Shelled Pecans
U.S. Standards for Shelled English Walnuts

(Copies are available from the Head, Standardization Section, Fresh Products Branch, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Room 2056, South Building, Washington, DC 20090-6456.)

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)

Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder (21 CFR Parts 1 - 199)

(Copies are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-0001.)

2.2 Non-Government publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents which are DoD adopted are those listed in the issue of the DODISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DODISS are the issues of the documents cited in the solicitation (see 6.1).

AMERICAN ASSOCIATION OF CEREAL CHEMISTS (AACC)

Approved Methods of the American Association of Cereal Chemists

(Application for copies should be addressed to the American Association of Cereal Chemists, 3340 Pilot Knob Road, St. Paul, MN 55121.)

AMERICAN OIL CHEMISTS SOCIETY (AOCS)

Official and Tentative Methods of the American Oil Chemists Society

(Application for copies should be addressed to the American Oil Chemists Society, 508 South Sixth Street, Champaign, IL 61820.)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

D 882 - Tensile Properties of Thin Plastic Sheeting
D 1238 - Flow Rates of Thermoplastics by Extrusion Plastometer
D 1505 - Density of Plastics by the Density-Gradient Technique

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103-1187.)

ASSOCIATION OF OFFICIAL ANALYTICAL CHEMISTS (AOAC)

Official Methods of Analysis of the Association of Official Analytical Chemists

(Application for copies should be addressed to the Association of Official Analytical Chemists, 2200 Wilson Boulevard, Suite 400-CD, Arlington, VA 22201-3301.)

NATIONAL ACADEMY OF SCIENCES

Food Chemicals Codex

(Application for copies should be addressed to the National Academy Press, 2101 Constitution Avenue, N.W., Washington, DC 20418.)

(Non-Government standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents also may be available in or through libraries or other informational services.)

2.3 Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 First article. When specified (see 6.1), a sample shall be subjected to first article inspection (see 6.3) in accordance with 4.4.

3.2 Ingredients. All ingredients shall be clean, sound, wholesome, and free from foreign material, evidence of rodent or insect infestation, extraneous material, off-odors, off-flavors, and off-colors.

3.2.1 Sugar. Sugar shall be white, refined, granulated, cane or beet sugar. Powdered sugar of equivalent quality may be substituted for part of the granulated sugar to control spread.

3.2.2 Oatmeal. Oatmeal shall be the commercial product known as quick cooking oatmeal. It shall have natural rolled oat flavor and odor and shall be clean and free from burned particles, rancid, musty, sour, or other undesirable flavors and odors.

3.2.3 Flour. Flour for brownies shall be enriched wheat flour made from hard or soft wheat, shall be bleached or unbleached, and shall be of the commercial grade known as bread flour. For the cookie bar, the flour shall be from soft wheat, shall be of the type known as cookie flour, and shall be enriched, bleached or unbleached.

3.2.4 Shortening, hydrogenated. Shortening shall be a refined, hydrogenated vegetable oil or combination of refined vegetable oils which are in common use by the baking industry. All coconut, palm, and palm kernel oils shall be excluded. The shortening shall have a stability of not less than 100 hours as determined by the Active Oxygen Method (AOM) in Method Cd 12-57 of the Commercial Fats and Oils chapter in the Official and Tentative Methods of the American Oil Chemists Society. The shortening may contain alpha monoglycerides and an antioxidant or combination of antioxidants, as permitted by the Federal Grain Inspection Service (FGIS), and the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

3.2.5 Nuts.

3.2.5.1 Nuts, almonds, shelled. Shelled almond pieces shall be of the small piece size classification and shall be U.S. No. 1 Pieces of the U.S. Standards for Grades of Shelled Almonds. A minimum of 95 percent, by weight, of the pieces shall pass through a 4/16-inch diameter round hole screen and not more than 5 percent, by weight, shall pass through a 2/16-inch diameter round hole screen. The shelled amonds shall be coated with an approved food grade antioxidant and shall be of the latest season's crop.

3.2.5.2 Nuts, pecans, shelled. Shelled pecan pieces shall be of the small piece size classification, shall be of a light color, and shall be U.S. Grade No. 1 Pieces of the U.S. Standards for Grades of Shelled Pecans. A minimum of 90 percent, by weight, of the pieces shall pass through a 4/16-inch diameter round hole screen and not more than 2 percent, by weight, shall pass through a 2/16-inch diameter round hole screen. The shelled pecans shall be coated with an approved food grade antioxidant and shall be of the latest season's crop.

3.2.5.3 Nuts, walnuts, shelled. Shelled walnut pieces shall be of the small piece size classification, shall be of a light color, and shall be U.S. No. 1 of the U.S. Standards for Shelled English Walnuts. A minimum of 90 percent, by weight, of the pieces shall pass through a 4/16-inch diameter round hole screen and not more than 1 percent, by weight, shall pass through a 2/16-inch diameter round hole screen. The shelled walnuts shall be coated with an approved food grade antioxidant and shall be of the latest season's crop.

3.2.6 Whole eggs, liquid or frozen. Whole eggs may be liquid or frozen and shall have been processed and labeled in accordance with the Regulations Governing the Inspection of Eggs and Egg Products (7 CFR Part 59). The whole eggs shall be egg whites and egg yolks in their natural proportions as broken directly from the shell eggs, as evidenced by a USDA Egg Products Inspection Certificate. For liquid whole eggs, the USDA certificate shall state the date and time of pasteurization. Liquid whole eggs shall be held at a temperature of 40°F or lower and shall be held for not more than 72 hours from time of pasteurization until the start of formulation of the product in which they are used. Frozen whole eggs shall be held at 10°F or lower and used within 120 days

from the date of production. The whole eggs shall be free from off-odors and off-flavors such as sulfide-like, fruity, sour, musty, or metallic, and shall be free from foreign materials.

3.2.6.1 Whole eggs, dried. Dried whole eggs or free-flowing dried whole eggs may be used. The anticaking ingredient in the free-flowing dried whole eggs may be either silicon dioxide or sodium silicoaluminate. The amount of silicon dioxide shall be not more than 1 percent by weight of the dried whole eggs, and the amount of sodium silicoaluminate shall be less than 2 percent by weight of the dried whole eggs. The dried whole eggs and free-flowing dried whole eggs shall contain not less than 95 percent by weight of the dried whole eggs. The dried whole eggs and free-flowing dried whole eggs shall contain not less than 95 percent by weight total eggs solids, and shall have been processed and labeled in accordance with the Regulations Governing the Inspection of Eggs and Egg Products (7 CFR Part 59), as evidenced by the USDA egg products inspection shield on the label. Dried whole eggs and free-flowing dried whole eggs shall be smoooth and free from lumps that do not fall apart under light pressure; free from scorched, burnt, sulfurous, or other pronounced off-odors and off-flavors; and free from foreign materials.

3.2.7 Water. Water used for formulation, ice making, and washing shall conform to the National Primary Drinking Water Regulations.

3.2.8 Cocoa. Cocoa shall be natural process cocoa of the type known as medium fat cocoa.

3.2.9 Dextrose. Dextrose shall be anhydrous or dextrose hydrate.

3.2.10 Soda. Soda shall be fine powdered sodium bicarbonate which meets the requirements of the Food Chemicals Codex.

3.2.11 Salt. Salt shall be white, noniodized, refined sodium chloride with or without anticaking agents.

3.2.12 Chemical leavening. Chemical leavening shall be any combination of edible leavening agents used in the commercial production of brownies.

3.2.13 Flavoring. Flavoring shall be vanillin, ethyl vanillin, or a mixture thereof.

3.2.14 Chocolate coating. The chocolate coating shall conform to that used for type I candy of MIL-C-10928 concerning requirements pertinent to the ingredients, formulation, and performance of the coating, except that the added fat shall have the following characteristics:

Wiley Melting Point: 117° to 119°F		
Solid Fat Index:	°F	Percent Solid
	50	68
	70	58
	80	52
	92	30
	110	12 maximum

In addition, the coating shall be enriched with the following vitamins in not less than the following amounts:

Thiamine (as thiamine mononitrate)	8.0 mg per pound
Pyridoxine (as pyridoxine hydrochloride)	8.0 mg per pound
Ascorbic acid (vitamin C)	320 mg per pound
Vitamin A	20,000 I.U. per pound

(Note: Estimated loss of vitamins due to processing is approximately 15 percent for all but thiamine which is about 30 percent. The amounts cited above shall represent after-processing values.)

3.2.15 Vitamins. Vitamin A shall be a refined concentrate of vitamin A ester (palmitate). When added to the chocolate or confections, it shall not impart a fishy or objectionable odor or flavor to the finished product. Ascorbic acid (vitamin C) and thiamine hydrochloride, thiamine mononitrate, and pyridoxine hydrochloride shall be of Food Chemicals Codex grade.

3.2.16 Pregelatinized starch. Pregelatinized starch shall be derived from corn, tapioca, or any other farinaceous product. It shall be precooked and processed to produce a food grade thickener stabilizer of a white color and a powdery texture.

3.2.17 Wheat gluten. Wheat gluten shall be made from wheat flour which has been treated for the almost complete removal of the starch. It shall have been processed to an off-white powder.

3.3 Brownie and cookie bar preparation and processing.

3.3.1 Brownie formula. The formula for the brownie shall be as follows:

Ingredient	Parts by weight
Sugar 1/	23.0
Flour 2/	21.0
Shortening	16.8
Nuts 3/	16.0
Whole eggs (liquid basis) 4/	13.0
Cocoa	5.5
Dextrose, anhydrous	4.4

Ingredient	Parts by weight (cont'd)
Salt	0.3
Chemical leavening	As required
Flavoring	Trace

1/ Powdered sugar may be substituted for part of the granulated sugar to control spread.

2/ Pregelatinized starch, malted barley flour, wheat gluten or any combination thereof may be substituted for a part of the flour to obtain proper dough consistency.

3/ Nuts shall be either almonds, pecans, or walnuts or any combination thereof.

4/ Frozen whole eggs shall be tempered/thawed and held at an internal temperature of 28° to 40°F for not more than 24 hours prior to product preparation.

3.3.2 Brownie preparation. (NOTE: The contractor is not required to follow the exact procedure shown below provided that the brownies conform to all finished product requirements in 3.4.)

a. Whip eggs in large bowl on high speed until light and fluffy.
b. Combine sugars, cocoa, salt, and leavening; add to beaten eggs, and whip on high speed until thick.
c. Add shortening slowly while mixing on low speed.
d. Scrape bowl and whip on high speed until thick.
e. Mix flour, nuts, and flavors together and fold into batter; mix until uniform.
f. Pour batter into pan at a rate that will yield uncoated brownies which, when cut such as to meet the dimension requirements specified in 3.4f, will weigh approximately 35 grams each. (Experimentally, a panning rate of 14 to 16 grams per square inch was used.)
g. Bake at 350°F until done (30 to 45 minutes).

3.3.3 Brownie cutting. The brownies shall be cut to the appropriate size when cool (see 3.4f).

3.3.4 Brownie moisture content. The moisture content of the uncoated brownie shall be not more than 8.0 percent.

3.3.5 Brownie coating. The brownies shall be completely enrobed with a continuous uniform chocolate coating (see 3.2.14) in an amount which shall be not less than 29 percent by weight of the finished product.

3.3.6 Cookie bar formula. The formula for the cookie bar shall be as follows:

Ingredient	Parts by weight
Sugar (sucrose)	34.0
Oatmeal	30.0
Shortening	17.0
Flour 1/	14.0
Water (variable)	10.0
Eggs (dry whole basis)	2.0
Dextrose	2.0
Soda (variable) 2/	0.5
Salt	0.5

1/ Pregelatinized starch may be substituted for a portion of the flour to obtain proper dough consistency.

2/ A slight amount of leavening acid may be used to control spread.

3.3.7 Cookie bar preparation. The ingredients shall be mixed in a batter, deposited, and baked until done as indicated by normal color and texture. The cookie bars shall be baked and handled in such a fashion that they remain intact.

3.3.8 Cookie bar moisture content. The moisture content of the uncoated baked cookie bar shall be not more than 3.5 percent.

3.3.9 Cookie bar coating. The cookie bars shall be completely covered with a continuous uniform chocolate coating (see 3.2.14) in an amount which shall be not less than 40 percent by weight of the finished product.

3.4 Finished products requirements (brownies and cookie bars). The finished product shall comply with the following requirements, as applicable:

a. There shall be no foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.

b. There shall be no foreign odor or flavor such as, but not limited to, burnt, scorched, stale, sour, rancid, or moldy.

c. There shall be no color foreign to the product.

d. Chocolate coating shall completely cover the product.

e. Product shall not be broken or crushed.

f. The dimensions of the coated brownie shall not exceed 3-1/2 inches by 2-1/2 inches by 5/8 inch.

g. The weight of the coated brownie shall be not less than 46 grams, ~~or more than 56 grams.~~

h. The texture of the brownie shall be firm but not hard.

i. The rectangular shaped coated cookie bar shall not exceed 3-1/2 by 2-1/2 inches and shall not exceed 7/16 inch in thickness.

j. The interior of the coated cookie bar shall be crisp and have the characteristic flavor of oatmeal.

k. The weight of the coated cookie bar shall be not less than 43 grams, ~~nor more than 56 grams.~~

3.4.1 Palatability. The finished product shall be equal to or better than the approved preproduction sample (see 6.1) in palatability and overall appearance.

3.5 Plant qualification. The product shall be prepared, processed, and packaged in establishments meeting the requirements of 21 CFR, Part 110, "Current Good Manufacturing Practice in Manufacturing, Processing, Packaging or Holding Human Food," and the plant sanitation requirements of the appropriate Government inspection agency.

3.6 Federal Food, Drug, and Cosmetic Act. All deliveries shall conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

4. QUALITY ASSURANCE PROVISIONS

4.1 Contractor's responsibility. Inspection and acceptance by the USDA shall not relieve the contractor of obligation and responsibility to deliver a product complying with all requirements of this specification. The contractor shall ensure product compliance prior to submitting the product to the USDA for any inspection.

4.2 Inspection and certification. Product acceptability shall be determined by the USDA. The USDA will determine the degree of inspection and supervision necessary to ensure compliance with the requirements of this specification.

4.3 Classification of inspections. The inspection requirements specified herein are classified as follows:

a. First article inspection (see 4.4).
b. Quality conformance inspection (see 4.5).

4.4 First article inspection. When a first article is required (see 6.1), it shall be inspected in accordance with the quality assurance provisions of this specification and evaluated for overall appearance and palatability. Any failure to conform to the quality assurance provisions of this specification or any appearance or palatability failure shall be cause for rejection of the first article.

4.5 Quality conformance inspection. Unless otherwise specified, sampling for inspection shall be performed in accordance with MIL-STD-105.

4.5.1 Component and material inspection. In accordance with 4.1, components and materials shall be inspected in accordance with all the requirements of referenced documents unless otherwise excluded, amended, modified, or qualified in this specification or applicable purchase document.

4.5.1.1 Ingredient and component examination. Conformance of ingredients and components to identity, condition, and other requirements specified in 3.2 shall be certified by the ingredient supplier or ingredient manufacturer, and compliance shall be verified by examination of pertinent labels, markings, U.S. Grade Certificates, certificates of analyses, or other such valid documents acceptable to the inspection agency. If necessary, each ingredient shall be examined organoleptically or inspected according to generally recognized test methods, such as the standard methods described in the Official Methods of Analysis of the Association of Official Analytical Chemists and in the Approved Methods of the American Association of Cereal Chemists, to determine conformance to the requirements. Any nonconformance to an identity, condition, or other requirement shall be cause for rejection of the ingredient or component lot or of any involved product.

4.5.1.2 Laminated bag material certification. Material listed below may be accepted on the basis of a contractor's certification of compliance to the indicated requirements. Thickness tolerances as specified in L-P-378 and QQ-A-1876, as applicable, shall apply.

Material requirement	Requirement paragraphs	Test procedure
Ionomer or polyethylene film thickness	5.1.1.1 and 5.1.2.1	As specified in L-P-378, except that a machinist's micrometer may be used provided that its graduations and accuracy conform to the requirement of L-P-378
Polyester film thickness	5.1.1.1 and 5.1.2.1	As above
Aluminum foil thickness	5.1.1.1 and 5.1.2.1	As specified in QQ-A-1876

Material requirement	Requirement paragraphs	Test procedure
Laminated material construction	5.1.1.1 and 5.1.2.1	Laboratory evaluation
Color of laminated material	5.1.1.1 and 5.1.2.1	Visual evaluation

4.5.1.3 Unfilled preformed bag seal strength testing. The unfilled preformed bags shall be tested for seal strength in accordance with Method A or B of ASTM D 882 except that testing speed may be 10 or 12 inches per minute. The lot size shall be expressed in bags. The sample size shall be the number of bags indicated by inspection level S-1. Three adjacent specimens shall be cut from each of the three sealed sides of each bag in the sample. The results shall be reported to the nearest 0.1 pound. The average seal strength of each seal shall be calculated by averaging the strengths of the three test specimens cut from that seal. Any test specimen failing to meet the individual test specimen seal strength requirement specified in 5.1.1.1.1 or any seal failing to meet the average seal strength requirement specified in 5.1.1.1.1 shall be cause for rejection of the lot.

4.5.2 In-process inspection.

4.5.2.1 In-process examination. In-process examination shall be performed to determine conformance to preparation, processing, holding, bag filling and sealing, and bulk pack handling requirements. Any nonconformance revealed by actual examination or by review of records of time, temperature, and formulation or of other valid documents shall be cause for rejection of the involved product.

4.5.2.2 In-process moisture content testing. The baked brownie or cookie bar, as applicable, prior to coating, shall be tested for moisture content in accordance with the Official Methods of Analysis of the Association of Official Analytical Chemists (AOAC): Chapter: Cereal Foods; section: Total Solids (Moisture, Indirect Method); Method: Vacuum Oven Method except that the drying cycle shall be 16 hours at 70°C under a pressure of not more than 100 mm Hg. The sample unit shall be one brownie or one cookie bar. Results shall be reported to the nearest 0.1 percent. Any sample unit not conforming to the moisture content requirement in 3.3.4 or 3.3.8, as applicable, shall be classified as a major defect and shall be cause for rejection of the lot. The lot size shall be expressed in units of one brownie or one cookie bar, as applicable. The inspection level shall be S-2.

4.5.2.3 In-process coating weight examination. Prior to coating, a sample of 20 brownies or cookie bars, as applicable, shall be randomly selected from the lot, identified, and individually weighed. After coating, the sample of

20 brownies or cookies shall be reweighed. The coating weight as a percentage of the product weight shall be calculated to the nearest 1 percent as follows:

$$\text{Coating weight, percent} = \frac{\text{Coated product weight} - \text{Uncoated product weight}}{\text{Coated product weight}} \times 100$$

Nonconformance with the coating weight requirements in 3.3.5 or 3.3.9, as applicable, shall be a major defect and be cause for rejection of the lot.

4.5.3 Product inspection (when unit packing in bags as specified in 5.1.1 is required).

4.5.3.1 Net weight inspection. The net weight of the filled and sealed bags shall be determined by separately weighing each sample unit on a suitable scale tared with an average weight of representative empty bags. Results shall be reported to the nearest gram. Any individual sample unit having a net weight of less than 46 grams ~~or more than 56 grams~~ for brownies or less than 43 ~~or more than 56 grams~~ for cookie bars shall be classified as a minor defect. The lot size shall be expressed in bags. The sample unit shall be one filled and sealed bag. The inspection level shall be S-3 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 2.5.

4.5.3.2 Filled and sealed bag examination. The filled and sealed bags shall be examined for the defects listed in table I. The lot size shall be expressed in bags. The sample unit shall be one filled and sealed bag. The inspection level shall be I and the AQL, expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects.

TABLE I. Filled and sealed bag defects 1/

Category		Defect
Major	Minor	
101		Tear, hole, or open seal
102		Bag dimensions not as specified
103		Not heat sealed
104		Dimensions not as specified
105		Closure seal not located as specified
106		Presence of delamination 2/
107		Not clean 3/
108		Required labeling missing, incorrect, illegible, or smudged
109		Distance between inside edge of tear notch and inside edge of bag less than 3/16 inch
110		Exterior color of bag not as specified

TABLE I. Filled and sealed bag defects 1/ (cont'd)

Category		Defect
Major	Minor	
	201	Tear notch missing
	202	Tear notch not located as specified
	203	Depth of tear notch not as specified

1/ Any evidence of insect or rodent infestation shall be cause for rejection of the lot.

2/ Delamination shall be scored as a defect except delamination of outer ply when located in the seal area 1/16 inch or further from food product edge of seal. Bags exhibiting this type of delamination shall be tested by manually flexing the delaminated area 10 times. The area of delamination shall be held between thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed by rotating both hands in alternating clockwise-counterclockwise directions. Care shall be exercised when flexing delaminated area near the tear notches to avoid tearing the bag material. After flexing, the separated outer ply shall be grasped between the thumb and forefinger and gently lifted toward the food product edge of the seal. If the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to less than 1/16 inch from the product edge of the seal with no discernible resistance to the gentle lifting, the bag shall be rejected.

3/ Outer packaging shall be free from foreign matter which is unwholesome, has the potential to cause pouch damage (i.e, glass, metal filings, etc.) or generally detracts from the clean appearance of the package. The following examples shall not be scored as defects for unclean:

a. Foreign matter which presents no health hazard or potential pouch damage and which can be readily removed by gently shaking the package or by gently brushing the package with a clean, dry cloth.

b. Dried product which affects less than 1/8 of the total surface area of one pouch face (localized and aggregate).

c. Water spots.

d. Very thin film of grease, oil, or product residue which is discernible to touch, but is not readily discernible by visual examination.

4.5.3.3 Bag vacuum examination. The filled and sealed bags shall be visually examined for a proper vacuum level not less than 96 hours after filling and sealing. The sealed bag shall continue to exhibit a tight adherence to the surface contours of the product when a pulling force is applied at the center of each side seal. This force shall be applied by holding each side seal between thumb and forefinger of each hand, and simultaneously exerting a slight pull with both hands. The bag material shall resist this pulling force as evidenced by the material quickly returning to conform to the product edges when the pulling force is relieved. Any evidence of loss of vacuum shall be considered a major defect. The lot size shall be expressed in bags. The sample unit shall be one filled and sealed bag. The inspection level shall be I and the AQL, expressed in terms of defects per hundred units, shall be 0.65.

4.5.3.4 Product inspection. The finished product shall be examined for the defects listed in table II. The lot size shall be expressed in bags. The sample unit shall be the contents of one filled and sealed bag. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects.

TABLE II. Product defects 1/ 2/

Category		Defect
Major	Minor	
101		Size not as specified
102		Cookie bar interior not crisp
103		Texture of brownie hard or not firm
104		Coating not completely covering product
105		Brownie or cookie bar crushed 3/
	201	Brownie or cookie bar broken (broken off edges not exceeding 1/16 inch maximum are considered acceptable)
106		Flavor not characteristic of oatmeal (cookie bar only)

1/ The presence of foreign material (for example, glass, dirt, insect parts, hair, wood, glass, or metal), foreign odor or off-flavor (for example, burnt, scorched, moldy, rancid, sour, stale), or foreign color shall be cause for rejection of the lot.

2/ Product not equal to or better than the approved preproduction sample (see 6.1) in palatability and overall appearance shall be cause for rejection of the lot. (This comparison shall be performed only when deemed necessary by an Agricultural Marketing Service (AMS) agent.)

3/ A crushed item is one in which 1/8 or more the volume of the item has been reduced to crumbs.

4.5.4 Product inspection (when bulk packing as specified in 5.2.2 is required). The product shall be examined for the defects listed in table III. The lot size shall be expressed in brownies or cookie bars, as applicable. The sample unit shall be one cookie bar or one brownie. The inspection level shall be S-4 and the AQL, expressed in terms of defects per hundred units, shall be 2.5 for major defects and 4.0 for minor defects.

TABLE III. Bulk product defects 1/ 2/

Category		Defect
Major	Minor	
101		Size not as specified
102		Cookie bar interior not crisp
103		Texture of brownie hard but not firm
104		Coating not completely covering product
	201	Brownie or cookie bar broken (broken off edges not exceeding 1/16 inch maximum are considered acceptable)
	202	Brownie less than 46 grams or more than 56 grams
	203	Cookie bar less than 43 grams or more than 56 grams
105		Brownie or cookie bar crushed 3/
106		Flavor not characteristic of oatmeal (cookie bar only)

1/ The presence of foreign material (e.g., glass, dirt, insect parts, hair, wood, metal), foreign odor or off-flavor (e.g., burnt, scorched, moldy, rancid, sour, stale) or foreign color shall be cause for rejection of the lot.

2/ Product not equal to or better than the approved preproduction sample (see 6.1) in palatability and overall appearance shall be cause for rejection of the lot. (This comparison shall be performed only when deemed necessary by an AMS agent.)

3/ A crushed item is one in which 1/8 or more the volume of the item has been reduced to crumbs.

4.5.5 Bag closure seal testing. The filled and sealed bags shall be tested in accordance with method A or B of ASTM D 882, except that the testing speed may be 10 or 12 inches per minute. For preformed bags, three adjacent specimens, 1/2 or 1 inch wide, shall be cut from the closure seal of each bag in the sample. For the form-fill-seal bags, three adjacent specimens, 1/2 or 1 inch wide shall be cut from each side and each end of each bag in the sample. For the preformed bag, the average seal strength of the closure seal shall be calculated by averaging the test results of the three test specimens cut from that seal. For the form-fill-seal bag, the average seal strength of each side and end of the bag shall be calculated by averaging the test results of the three specimens cut from that side or end. The results shall be reported to the nearest 0.1 pound per inch of width. The lot size shall be expressed in bags. The sample unit shall be one filled and sealed bag. The sample size shall be the number of bags indicated by inspection level S-1. Any test specimen or average seal strength failing to meet the requirements of 5.1.1.1.2 and 5.1.2.1.1 shall be cause for rejection of the lot.

4.5.6 Shipping container examination. Shipping containers shall be examined for defects in assembly, closure, and reinforcement (when applicable) in accordance with PPP-B-636. In addition, the following defects shall be classified as follows: Major: Marking missing, incorrect, or illegible; Minor: (1) More than 2 percent (to nearest unit) under marked count, (2) Pad or liner missing or not material specified, (3) Bulk pack layers not separated by food grade parchment or bleached greaseproof paper, or cookie bars or brownies not wrapped in cellophane, as applicable, (4) Height of liner not as specified (see 5.2.2). In addition, the lot shall be rejected if sample data indicate lot average is less than marked count.

5. PACKAGING

5.1 Preservation. When specified (see 6.1), the product shall be preserved in accordance with level A.

5.1.1 Level A. One chocolate covered brownie or one chocolate covered cookie bar shall be unit packed in bags as specified in 5.1.1.1 or 5.1.2.1. When product is held for more than 24 hours prior to unit packing, the product shall be stored at 80oF or below and if storage time exceeds 30 days, the product shall be stored at 0oF or below.

polyester. The three plies shall be laminated so that the aluminum foil is between the other two layers. The bag shall be formed with the polyester on the exterior of the bag. The complete exterior surface of the bag shall be uniformly colored in the range of 34079 through 34087 or 24052 through 24097 or 10045 or 30045 through 30118 (excluding 30109) of FED-STD-595. The material shall show no evidence of delamination or degradation when heat sealed or fabricated into bags and shall not transfer any foreign odor or flavor to the product being packed.

5.1.1.1.1 Bag construction. The bag shall be formed by heat sealing to the size and design configuration as shown in figure 1, except that squared or rounded corners are acceptable. The heat seals shall be made in a manner that will assure the hermetic quality of the bag. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds when tested as specified in 4.5.1.3.

5.1.1.1.2 Bag filling and sealing. The brownie or the cookie bar shall be placed into the bag in such a manner as to avoid contamination of the closure seal area. The filled bag shall be closed under a vacuum of not less than 22 and not more than 25 inches of mercury (see 4.5.3.3) with a heat seal not less than 1/4 inch wide. If thermal impulse or combination (heated curved bar with thermal impulse) sealing is used, any seal width from 1/8 to 7/16 inch will be acceptable. The closure seal location shall be as shown in figure 1. The average seal strength shall be not less than 6 pounds per linear inch, and no individual test specimen seal strength shall be less than 5 pounds when tested as specified in 4.5.5.

5.1.2.1 Form-fill-seal bags. Form-fill-seal bags shall consist of a tray-shaped body with a heat sealable cover. The tray-shaped body of each bag shall be fabricated from 0.002-inch thick linear low density polyethylene bonded to 0.0007-inch thick aluminum foil with 10 pounds per ream polyethylene, and the opposite side of the aluminum foil shall be bonded to 0.00075-inch thick oriented polypropylene with 10 pounds per ream polyethylene. The cover of each bag shall be fabricated from 0.002 inch thick linear low density polyethylene bonded to 0.00035-inch thick aluminum foil with 10 pounds per ream polyethylene and bonding 0.0005-inch thick polyester to the opposite side of the aluminum foil with 10 pounds per ream polyethylene. The linear low density polyethylene shall be the copolymer of ethylene and octene-1, having a melt index range of 0.8 to 1.2 g/10 minutes in accordance with ASTM D 1238 and a density range of 0.918 to 0.922 g/cm^3 in accordance with ASTM D 1505. The color requirements of the exterior (polyethylene or polyester sides) of each laminate shall be as specified in 5.1.1.1. The material shall show no evidence of delamination or degradation when heat sealed or fabricated into bags and shall not transfer any foreign odor or flavor to the product being packed.

5.1.2.1.1 Bag forming, filling and sealing. The tray-shaped body of each bag shall be fabricated by forming the laminate material in an appropriately designed cavity. One brownie or one cookie bar shall be placed into the tray-shaped body of the bag. The filled bag body shall then be hermetically sealed under a vacuum of not less than 22 and not more than 25 inches of mercury (see 4.5.3.3) by application of the cover. The cover shall be applied by a continuous heat seal of not less than 1/4 inch wide along the entire perimeter of the tray-shaped body. The closure seal shall be made in a manner that will assure a hermetic seal and preclude leakage of air into the unit pack through the bag seal or through defects created when the bag is formed, filled, and sealed. Bag integrity and air tightness of the closure seal shall be tested in

accordance with 4.5.3.3. The closure seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds (see 4.5.5). The outside dimensions of the sealed bags shall be 4 inches wide by 5-1/4 inches long (+ 1/16 inch). A V or C-shaped tear notch shall be placed on one outside edge of two opposite outside edges of the bag to effect easy opening of the bag in the machine direction of the bag body and cover laminates. Each tear notch shall be located 1/2 inch (+ 1/16 inch) from the outside corner of the bag. Each tear notch shall be a minimum 1/32 inch deep, but shall not extend into the seal to a depth that would reduce the seal width to less than 3/16 inch. Alternatively, if the bag has serrated edges, the serrations may be used as tear notches provided that the serrations are located to effect easy opening in the machine direction of the bag laminates, the serrations are clean-cut (no frayed edges or plastic tailings exist), and the serration depth and the minimum seal width at the serrations are in accordance with the requirements specified for the V or C-shaped notches. The sealed bag shall not show any evidence of material degradation, aluminum stress cracking, delamination, or foreign odor where heat sealed or formed.

5.2 Packing, level C, for shipment to ration assembly. Packing shall be in accordance with 5.2.1. ~~or 5.2.2, as applicable.~~

5.2.1 Cookie bars and brownies unit packed. When cookie bars or brownies are preserved in accordance with 5.1, not more than 200 unit packs shall be packed flat in a snug-fitting fiberboard box constructed and closed in accordance with style RSC-L, type CF, class domestic, variety SW, grade 175 of PPP-B-636.

~~5.2.2~~ Bulk packing. When cookie bars or brownies are not preserved in accordance with 5.1, not more than 200 brownies or 200 cookie bars shall be packed flat in a snug-fitting fiberboard box as specified in 5.2.1. The box shall be provided with a bottom pad made from the same material as the box and shall be provided with a liner made from not less than 0.003-inch thick class 2, polyethylene of L-P-378. The bottom pad shall have a length and width dimension 1/16 inch less than the inside length and width of the box. The liner shall be of sufficient height to permit a double fold at the top of the bag prior to closure of the fiberboard box. The layers of cookie bars or brownies shall be separated from each other by a sheet of food grade parchment, bleached waxed paper, or bleached greaseproof paper. Bulk packed cookie bars and brownies shall not be stored above 80°F, and if storage time is to exceed 30 days they shall be stored at 0°F or below. In lieu of sheets separating layers, units of one chocolate covered cookie bar, or one chocolate covered brownie may be individually wrapped in cellophane. The cellophane wrap, if used, shall be removed prior to unit packing the cookie bars or brownies as specified in 5.1.

5.3 Labeling and marking.

5.3.1 Unit packs. Each unit pack (see 5.1.1) shall be clearly printed with permanent ink, in large letters of black, purple, or similar dark, contrasting color with the following information (as applicable):

BROWNIE, CHOCOLATE COVERED

or

COOKIE BAR, CHOCOLATE COVERED

(Name and address of producer)

5.3.2 Shipping containers. In addition to any special marking required by the contract or purchase order, shipping containers shall be marked in accordance with MIL-STD-129. ~~In addition, the shipping containers for bulk packed cookie bars and brownies (see 5.2.2) shall have additional precautionary markings as specified in 5.3.2.~~1.

5.3.2.1 Precautionary marking (applicable to 5.2.2 only). The following precautionary marking shall appear on top of each container, in bold capital letters, all letters being of the same height:

DO NOT STORE ABOVE 80°F.

IF STORAGE TIME IS TO EXCEED 30 DAYS
STORE AT 0°F OR BELOW.

6. NOTES

(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory.)

6.1 Acquisition requirements. Acquisition documents must specify the following:

a. Title, number, and date of this specification.
b. Type of product required (see 1.2).
c. Issue of DODISS to be cited in the solicitation, and if required, the specific issue of individual documents referenced (see 2.1.1 and 2.2).
d. When a first article is required (see 3.1, 4.4, and 6.3).
e. Provisions for approved preproduction samples (see 3.4.1 and 6.3).
f. When unit packing in accordance with 5.1 is required.

6.2 Award of contract. Award of contracts for the product specified in this document will be limited to plants known to maintain the required sanitation conditions of 3.5.

6.3 First article. When a first article is required, it shall be inspected and approved under the appropriate provisions of FAR 52.209. The first article should be a preproduction sample. The contracting officer should specify the appropriate type of first article and the number of units to be furnished. The contracting officer should also include specific instructions in acquisition documents regarding arrangements for selection, inspection, and approval of the first article.

6.4 Appropriate level of pack. Based on the conditions known or expected to be encountered during shipment, handling and storage of the specific item being procured, the procuring activity should select the appropriate level of pack in accordance with the criteria established in AR 700-15/NAVSUPINST 4030.28/AFR 71-6/MCO 4030.33A/DLAR 4145.7.

6.5 Subject term (key word) listing.

Bars, dessert
Dessert
Operational rations

6.6 Changes from previous issue. Marginal notations are not used in this revision to identify changes with respect to the previous issue due to the extensiveness of the changes.

Custodians:

Army - GL
Navy - SA
Air Force - 50

Preparing activity:

Army - GL

(Project 8920-0530)

Review activities:

Army - MD, QM
Navy - MC
DP - SS

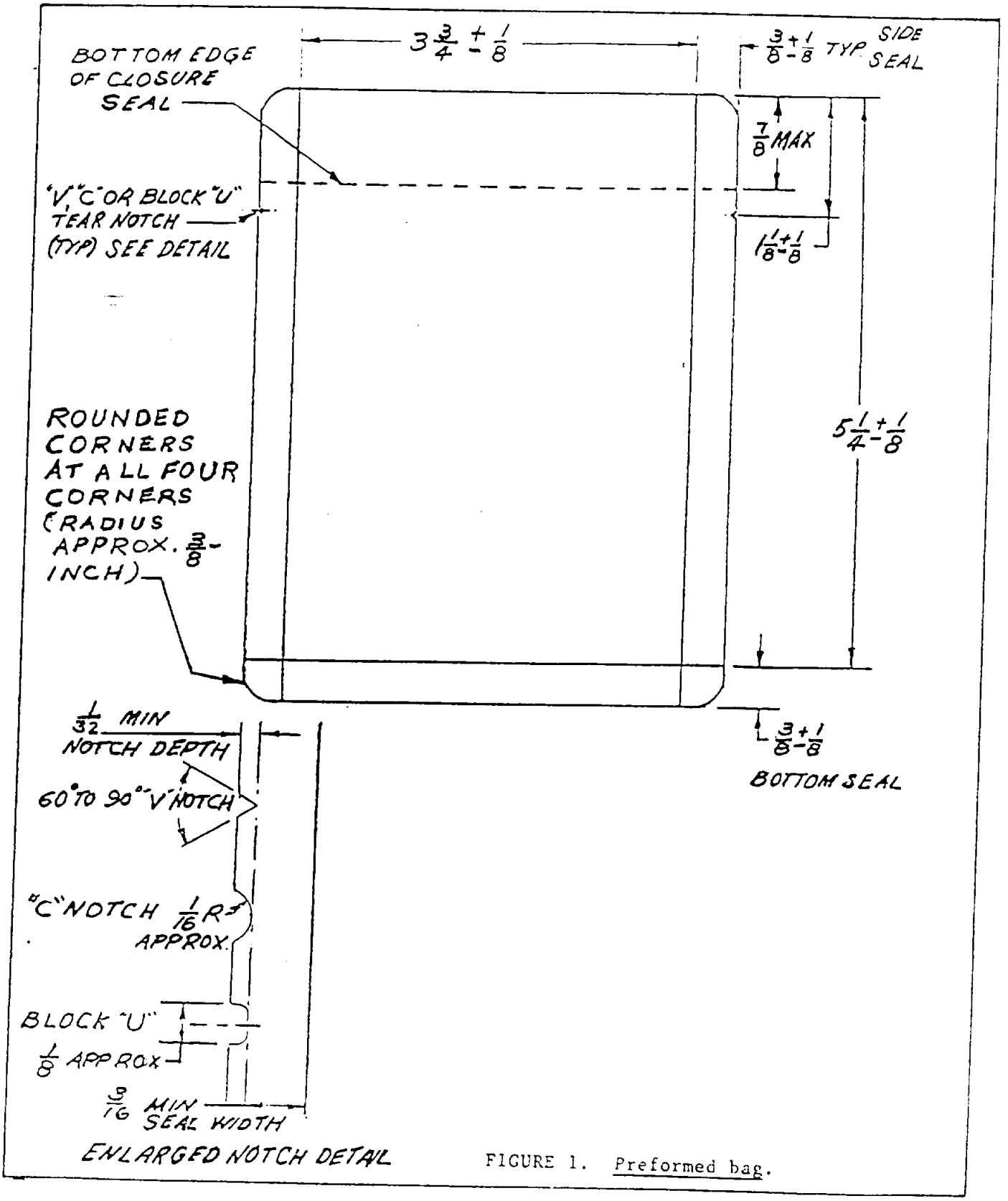

FIGURE 1. Preformed bag.

Attachment 3

PCR-W-001 WHEAT SNACK BREAD, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

Each component is consumed by combat personnel under worldwide environmental extremes as part of an operational ration, and is a source of nutritional intake. It is essential that this item be produced in accordance with good commercial practice to attain high standards of appearance, odor, flavor, and texture so that high levels of troop acceptance are achieved.

C-2 PERFORMANCE REQUIREMENTS

A. Production standard. A sample shall be subjected to first article or product demonstration model inspection as applicable, in accordance with the tests and inspections of Section E of this Performance-based Contract Requirements.

B. Shelf life. The packaged, fortified, wheat snack bread shall meet the minimum shelf life requirement of 36 months at 80°F.

C. Appearance.

(1) The fortified, wheat snack bread shall be flat and shall be intact. The surface shall have docker holes and may be slightly uneven. The color shall be light tan to medium tan. The interior crumb shall be a paler color than the surface.

(2) General. The fortified, wheat snack bread shall be from enriched wheat flour and shall be fortified with calcium. The product shall show no evidence of excessive heating (materially darkened or scorched). The packaged food shall be free from foreign materials such as but not limited to dirt, insect parts, hair, wood, glass, metal, or mold.

D. Odor and flavor.

(1) General. The fortified, wheat snack bread shall have a slightly sweet, mild wheat flavor and may have a slight leavening aftertaste. The odor shall be characteristic of wheat bread.

(2) Foreign. The packaged, fortified, wheat snack bread shall be free from foreign odors and flavors such as, but not limited to, burnt, scorched, rancid, sour, stale, musty, or moldy.

E. Texture. The fortified, wheat snack bread shall be moist and shall have a short and biscuit-like crumb.

F. Size. The fortified, wheat snack bread dimensions shall be not greater than 4-1/2 inches long and 4 inches wide and not greater than 1/2 inch in depth at any single point.

G. Weight.

(1) Net weight. The net weight shall be not less than 2.0 ounces.

H. Palatability. The finished product shall be equal to or better than the approved first article when applicable, or other approved model, in palatability and overall appearance.

SECTION C CONTINUED

I. Analytical requirements.

(1) Water activity. The water activity (Aw) value shall be not greater than 0.85.

(2) Oxygen content. The oxygen content shall not exceed 0.30 percent.

J. Nutrient content.

(1) Protein content. The protein content shall be not less than 5.0 percent.

(2) Fat content. The fat content shall be not greater than 12.0 percent.

(3) Calcium content. The calcium content shall be not less than 175 milligrams (mg.) and not greater than 225 milligrams.

C-3 MISCELLANEOUS INFORMATION

THE FOLLOWING LIST OF INGREDIENTS IS PROVIDED FOR INFORMATION ONLY AND IS NOT A MANDATORY CONTRACT REQUIREMENT.

A. Ingredients. Enriched bleached flour (wheat flour, malted barley flour, niacin, reduced iron, Thiamine Mononitrate, Riboflavin, Folic Acid), water, partially hydrogenated soybean and/or cottonseed oils, glycerol, sugar, salt, Xxanthan Gum, Gum Arabic, extracts of malted barley and corn, Wheat Starch, Silicon Dioxide, Hydroxylated Lecithin, Soy Flour, Calcium Sulfate, enzymes, Sodium Stearoyl Lactylate, leavening (Sodium Bicarbonate, Sodium Aluminum Phosphate), Sorbic Acid, corn syrup, hydrated Monoglycerides, Polysorbate 60 (processing aid), Acetic and Propionic Acids, Yeast, Wheat Bran. Other ingredients common to the baking industry may be used.

PCR-W-001 CHANGES

March 22, 1999

"(3) Calcium Content. The calcium content shall be not less than 160 milligrams (mg.) and not greater than 200 milligrams

Attachment 4

DESCRIPTION/SPECIFICATION

8920-01-458-7325 WHEAT SNACK BREAD, SHELF STABLE, Fortified, min 2 oz (56.7 g), flexibly packaged, PCR-W-001

PRIME DOCUMENT: PCR-W-001

DATE OF PACK: Acceptance will be limited to product processed & packed subsequent to date of award.

Sanitary requirements: As required by 48 CFR 246.471-1 subsistence, AR 40-657, veterinary/medical food inspection and laboratory service, DLAR 4155.3, inspections of subsistence and services, clause 52.246-9p31, "sanitary conditions (Jan 1992) DSCP" contained in the solicitation for this product, as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command **(VETCOM)**, or an establishment inspected and approved by the U. S Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all operational types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the chief, DSCP-HRS, in coordination with the chief, approved sources division, **VETCOM**.

SECTION C (CONTINUED)

DEFINITIONS

CRITICAL DEFECT. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent performance of the major end-item.

MAJOR DEFECT. A major defect is a defect, other than critical, that is likely to reduce materially the usability of the unit of product for its intended purpose.

MINOR DEFECT. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

ADDITIONS/DELETIONS AND/OR SUBSTITUTIONS

THE FOLLOWING CHANGES APPLY TO: PCR-W-001. Wheat Snack Bread, Fortified, Packaged in a Flexible Pouch, Shelf Stable, August 14, 1998.

March 22, 1999

Calcium content changed

THE FOLLOWING CHANGES APPLY TO: Quality Assurance and Packaging Requirements of PCR-W-001, August 14, 1998.

February 3, 1999

Page 5/12 defect 107 (and its footnotes) deleted from table I.

May 21, 1999

Page 10/12 defect 105 added to table II

" " ", footnote 4 added.

" ", footnote 5 added.

" ", shelf life redefined

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: In accordance with D-1 Packaging of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001

PACKING: In accordance with D-3 PACKING of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER.

When the product processing plant and the ration assembler are located in close proximity to each other, an alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marking for maintenance of lot from processor to assembler.

LABELING: In accordance with D-2 LABELING of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001.

MARKING: In accordance with D-4 MARKING of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001.

UNITIZATION

Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G, requirements of DSCP Form 3507 (figure 5), except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

COMMINGLING OF LOTS

1. In order to facilitate lot traceability at the assembler's plant, or depot when applicable, the following is required:

A. Origin manufacturers are required to only ship entire lots equaling one day's production, to one assembler, except when "split lots" are specifically allowed by this contract. Production lots will not be separated on different delivery vehicles unless the quantity in the lot exceeds the capacity of the vehicle used.

SECTION D (CONTINUED)

B. Lots shall be shipped on a first produced (and accepted) first out basis.

C. Each shipping case shall normally contain only one manufacturer's and/or production lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See paragraph 2.D for exception.

D. Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.

E. When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of units within each lot.

2. In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

A. A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.

B. Unit loads containing "mixed code lots" shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of units within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.

C. Mixed code lots shall be periodically shipped to the assembler(s). Mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

SECTION D (CONTINUED)

D. When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

APPLICABLE TO INDEFINITE TYPE GFM CONTRACTS

When a delivery order is issued that is less than or exceeds a days production, the lot may be split between not more than two assemblers. All other requirements for "mixed code lot" apply to this clause.

INSPECTION & ACCEPTANCE

In accordance with E-5 PACKAGING AND PACKING MATERIALS and E-6 QUALITY ASSURANCE PROVISIONS (PRODUCT) of the Quality Assurance Provisions and Packaging Requirements for PCR-W-001

REFERENCE DOCUMENTS

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 1, 1998.

Marking Instructions for Shipping Cases, Sacks and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001

DSCP Instruction; Procedures for Alternative Skip-lot End Item Inspection Requirements for Government End-item Verification Inspections for Operational Rations, March 2001.

Sanitation Requirements for Food Establishments. MIL-STD-3006, 20 August 2000. Commercial Item Description (CID) Plastic Sheet, Polyolefin GSA, October 15, 1998.

Cushioning Material, Packing (Cellulosic, Water Absorbent. Commercial Item Description (CID) A-A-1898C, February 1994, GSA.

Commercial Item Description (CID) Plastic Sheet, Polyolefin. GSA, October 15, 1998.

Colors, Federal Standard # 595B, 15 December 89.

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control Z1.4

Standard Specification for Annealed Aluminum & Aluminum-Alloy for Flexible Barrier, Food Contact and Other Applications. ASTM B 479-00 May 2000.

Flow Rates of thermoplastics by Extrusion Plastometer. ASTM D 1238-00, November 2000.

Standard Test Method for Density of Plastics by the Density-Gradient Technique. ASTM D 1505-98, March 1998.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, April 1998

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D5118/D 5118M-9-95 November 1995.

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88-00 May 2000

EVALUATION & AWARD DATA

GUARANTEED MAXIMUM SHIPPING WEIGHT AND CUBE PER CASE

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
8920-01-458-7325	All	Ration Component	*	*

*Standard weight and cube factor not available. Offeror(s) will furnish weight and cube as part of their offer(s).

Product Demonstration Models (PDMs) re required in accordance with DSCP Clause 52.215-9P14 and DLAR 4155.2

PDM Approval

The product shall comply in all respects with the Performance Requirements (shelf life, appearance, odor and flavor, texture, size, weight, palatability, analytical requirements and nutrition content) of PCR-W-001, as amended in the Solicitation.

The offeror is required to submit the number/amount called for in the solicitation. These samples shall be representative of the product which the offeror proposes to furnish.

Samples shall be submitted to the Contracting Officer with the technical proposal.

Testing of the PDM shall be conducted by a Technical Panel for compliance with the Performance Requirements of PCR-W-001, as amended in the Solicitation.

The Government reserves the right to verify the analytical requirements of the product.

Failure of the product for any individual criteria shall result in failure of the product overall.

PERIODIC REVIEW SAMPLES

All food components that are inspected by the USDA will be subject to periodic review sampling and examination/testing during contract production in accordance with the following criteria:

Nine sample units of each item produced will be randomly selected throughout the day's production by the USDA inspector from not less than one of each five consecutive lots produced. The USDA inspector shall provide the samples to the contractor's representative, who will ship them to the following addresses at the contractor's expense once per month:

Six samples will be sent to:
USDA-AMS, F&V Division
Processed Products Branch
P. O. Box 96456 Rm 0726 South Bldg
ATTN: DCIS
Washington, DC 20090-6456
(202) 720-4693

Three samples will be sent to:
U. S. Army Soldier and Biological Chemical Command
Research, Development & Acquisition Enterprise
ATTN: SSCNC-WRP
Natick, MA 01760-5018
(508) 233-5907/4402/4731

SECTION D

D-1 PACKAGING

A. Packaging. The fortified, wheat snack bread shall be packed in a preformed or form-fill seal barrier pouch as described below.

(1) Preformed pouches

a. Pouch material. The preformed pouches shall be fabricated from 0.002 inch thick ionomer or polyethylene film laminated or extrusion coated to 0.00035 inch thick aluminum foil which is then laminated to 0.0005 inch thick polyester. The three plies shall be laminated with the polyester on the exterior of the pouch. All tolerances for thickness of pouch materials shall be plus or minus 20 percent. The pouch color shall conform to number 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of FED-STD-595, Colors. The material shall show no evidence of delamination, degradation, or foreign odor when heat-sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart an odor or flavor to the product.

b. Pouch construction. The pouch shall be a flat style, preformed pouch having maximum inside dimensions of 5-1/2 inches wide by 6-3/4 inches long (± 1/8 inch in each dimension). The pouch shall be made by heating sealing three edges with 3/8 inch (-1/8 inch, +3/16 inch) wide seals. The heat seals shall be made in a manner that will assure hermetic seals. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A.,(3),a. Alternatively, the pouch shall exhibit no rupture or seal separation greater than 1/16 inch when tested for internal pressure resistance as specified in E-5,A.,(3),c. A tear nick or tear notch shall be made in one or both side seals to facilitate easy opening of the filled and sealed pouch. A 1/8 inch (±1/16 inch) wide lip may be incorporated at the open end of the pouch to facilitate opening and filling of the pouch.

c. Pouch filling and sealing. One unit of baked, fortified wheat snack bread and one oxygen scavenger packet shall be inserted into the pouch. The filled pouch shall be sealed. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The average seal strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A.,(3),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A.,(3),c.

SECTION D CONTINUED

(2) Horizontal form-fill-seal pouches

a. Pouch material The horizontal form-fill-seal pouch shall consist of a formed tray-shaped body with a flat sheet, heat sealable cover or a tray-shaped body with a tray-shaped heat sealable cover. The tray-shaped body and the tray-shaped cover shall be fabricated from a 3-ply flexible laminate barrier material consisting of, from outside to inside, 0.0009 inch thick oriented polypropylene bonded to 0.0007 inch thick aluminum foil with 10 pounds per ream pigmented polyethylene or adhesive and bonding the opposite side of the aluminum foil to 0.003 inch thick ionomer or a blend of not less than 50 percent linear low density polyethylene and polyethylene. The linear low density polyethylene portion of the blend shall be the copolymer of ethylene and octene-1 having a melt index range of 0.8 to 1.2 g/10 minutes in accordance with ASTM D 1238, Flow Rates of Thermoplastics by Extrusion Plastometer and a density range of 0.918 to 0.922 g/cc in accordance with ASTM D 1505, Density of Plastics by Density Gradient Technique. Alternatively, 0.0005-inch thick polyester may be used in place of the oriented polypropylene as the outer ply of the laminate. The flat sheet cover shall be made of the same 3-ply laminate as specified for the tray shaped body except the aluminum foil thickness may be 0.00035 inch. All tolerances for thickness of pouch materials shall be plus or minus 20 percent. The color requirements of the exterior (oriented polypropylene or polyester side) of the laminate shall be as specified in D-1,A.,(1),a. The material shall show no evidence of delamination, degradation, or foreign odor when heat-sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart any odor or flavor to the product.

b. Pouch construction. The tray-shaped body and the tray-shaped cover shall be formed by drawing the flexible laminate material into an appropriately shaped cavity. The flat cover shall be in the form of a flat sheet of the barrier material taken from roll stock. One unit of baked, fortified wheat snack bread and one oxygen scavenger packet shall be placed into the tray-shaped body of the pouch. The filled pouch body shall be hermetically sealed. Pouch closure shall be effected by heat-sealing together the cover and body along the entire pouch perimeter. The closure seal width shall be a minimum of 1/8 inch. The closure seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A.,(3),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A.,(3),c. The maximum outside dimensions of the sealed pouch shall be 6 inches wide by 6 inches long. The closure seal width shall be a minimum of 1/8 inch. A tear nick, a tear notch, or serrations shall be provided on one outside edge or two opposite outside edges of the pouch to facilitate easy opening of the filled and sealed pouch. The sealed pouch shall not show any evidence of material degradation, aluminum stress cracking, delamination or foreign odor. Heat seals shall be free of occluded matter. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects.

SECTION D CONTINUED

(3) Oxygen scavenger packet. The oxygen scavenger (absorber) shall be constructed of materials that are safe for direct and indirect food contact, and shall be suitable for use with edible products. The oxygen scavenger (absorber) shall be in compliance with all applicable FDA and USDA regulations.

D-2 LABELING

A. Pouches. Each pouch shall be clearly printed or stamped, in a manner that does not damage the pouch, with permanent black ink or other, dark, contrasting color which is free of carcinogenic elements or ingredients. The information shall be located on the body of the pouch not closer than 1/16 inch to any seal. If a non-contact type printer is used, the information may be located anywhere on the pouch (in one complete print), except the closure seal area. The label shall contain the following information:

(a) Product name (letters not less than 1/8 to 7/16 inch block letters)
(b) Date 1/
(c) Net Weight
(d) Contractor's name and address
(e) "Nutrition Facts" label in accordance with the Nutrition Labeling and Education Act (NLEA) and all applicable FDA/USDA regulations.

1/ Each pouch shall have the date of pack noted by using a four digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, July 1, 1997 would be coded as 7182. The Julian day code shall represent the day the product was packaged into the pouch.

D-3 PACKING

A. Packing for shipment to ration assembler. Not more than 40 pounds of pouched product shall be packed flat in layers in a fiberboard shipping container constructed in accordance with style RSC-L, class domestic, variety SW, grade 200 of ASTM D 5118, Standard Practice for Fabrication of Fiberboard Shipping Boxes. Cushioning material not less than 1/8 inch thick, conforming to grade II, class B or C of FED A-A-1898, Cushioning Material, Cellulosic, Packaging, shall be placed between each of the layers and in the bottom and top of the box to minimize movement of the individual packages. Each container shall be securely closed in accordance with ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers.

D-4 MARKING

A. Shipping containers. Shipping containers shall be marked in accordance with DPSC Form 3556, Marking Instructions for Shipping cases, Sacks and Palletized/containerized Loads of Perishable and Semiperishable Subsistence.

SECTION E INSPECTION AND ACCEPTANCE

Definitions.

(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

E-5 PACKAGING AND PACKING MATERIALS

Quality Assurance Provisions

The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are required.

A. Packaging.

(1) Pouch material certification. Material listed below may be accepted on the basis of a contractor's certification of conformance to the indicated requirements. In addition, compliance to the requirements for inside pouch dimensions and dimensions of manufacturer's seals may be verified by certificate of conformance.

Requirement	Requirement paragraph	Test procedure
Thickness of films for laminated material	D-1,A.(1)a. and D-1,A.(2)a.	As specified in A-A-3174 1/ except that a machinists' micrometer may be used provided that its graduations and accuracy conform to the requirements of A-A-3174 1/
Aluminum foil thickness	D-1,A.(1) a. and D-1,A.(2)a.	As specified in ASTM B, 479 2/
Laminated material identification and construction	D-1,A.(1)a. and D-1,A.(2)a.	Laboratory evaluation
Color of laminated material	D-1,A.(1)a. and D-1,A.(2)a.	Visual evaluation & FED-STD-595 3/

SECTION E CONTINUED

1/ A-A-3174 Commercial Item Description Plastic Sheet, Polyolefin GSA.

2/ ASTM B 479 Specification for Annealed Aluminum Foil For Flexible Barrier , Food Contact , and Other Applications.

3/ FED-STD-595 Colors Used in Government Procurement.

(2) Filled and sealed pouch examination. The filled and sealed pouches shall be examined for the defects listed in table I. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be I and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 0.65 for major defects and 4.0 for minor defects.

TABLE I. Filled and sealed pouch defects 1/

Category		Defect
Major	Minor	
101		Tear, hole, or open seal
102		Seal width less than 1/16 inch 2/
103		Presence of delamination 3/
104		Unclean pouch 4/
105		Pouch has foreign odor
106		Any impression or design on the heat seal surfaces which conceals or impairs visual detection of seal defects 5/

*defect 107 (and its footnotes) deleted February 1999

	201	Label smudges, is missing, incorrect, or illegible
	202	Tear nick, notch, or serrations missing or does not facilitate easy opening
	203	Seal width less than 1/8 inch, but greater than 1/16 inch
	204	Presence of delamination 3/

1/

SECTION E CONTINUED

Any evidence of rodent or insect infestation shall be cause for rejection of the lot.

2/ The effective closure seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, from side seal to side seal that produces a hermetically sealed pouch.

3/ Delamination defect classification:

Major - Delamination of the outer ply in the pouch seal area that can be propagated to expose aluminum foil at the food product edge of the pouch after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise-counterclockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the pouch material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernible resistance to the gentle lifting, the delamination shall be classified as a major defect. Additionally, spot delamination of the outer ply in the body of the pouch that is able to be propagated beyond its initial borders is also a major defect. To determine if the laminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent marking pen. Open the pouch and remove the contents. Cut the pouch transversely not closer than 1/4 inch (± 1/16 inch) from the delaminated area. The pouch shall be flexed in the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be classified as a major defect.

Minor - Minor delamination of the outer ply in the pouch seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor outer ply delamination in the pouch seal area or isolated spots of delamination in the body of the pouch that do not propagate when flexed as described above shall be classified as minor defects.

SECTION E CONTINUED

4/ Outer packaging shall be free from foreign matter which is unwholesome, has the potential to cause pouch damage (for example, glass, metal filings) or generally detracts from the clean appearance of the pouch. The following examples shall not be classified as defects for unclean:

a. Foreign matter which presents no health hazard or potential pouch damage and which can be readily removed by gently shaking the package or by gently brushing the pouch with a clean dry cloth.

b. Dried product which affects less than 1/8 of the total surface area of one pouch face (localized and aggregate).

c. Water spots.

5/ If doubt exists as to whether or not the sealing equipment leaves an impression or design on the closure seal surface that could conceal or impair visual detection of seal defects, samples shall be furnished to the Contracting Officer for a determination as to acceptability.

*footnote 6 deleted February 1999

SECTION E CONTINUED

*footnote 7 deleted February 1999.

(3) Seal testing. The pouch seals shall be tested for seal strength as required in (3)a, b, or c as applicable.

a. Unfilled preformed pouch seal testing. The seals of the unfilled preformed pouch shall be tested for seal strength in accordance with ASTM F 88 - Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. Three adjacent specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the three specimens cut from that side. Any average seal strength of less than 5 pounds per inch of width shall be cause rejection of the lot.

b. Pouch closure seal testing. The closure seals of the pouches shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. For the closure seal on preformed bags, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. For the form-fill-seal pouches, three adjacent specimens shall be cut from each side and each end of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be tne number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table I, footnote 2/) shall be considered a test failure. Any test failure shall be cause for rejection of the lot.

SECTION E CONTINUED
B. Packing.

(1) Shipping container examination. The filled and sealed shipping containers shall be examined for the defects listed below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

Major:	National stock number, item description, contract number, name and address of producer, or date of pack missing, incorrect or illegible
	Container not properly closed
	Components missing, damaged, or not as specified
Minor:	Other required markings missing, incorrect, or illegible
	More than 40 pounds of product

E-6 QUALITY ASSURANCE PROVISIONS (PRODUCT)

A. Classification of inspections. The inspection requirements specified herein are classified as follows:

(1) Production standard inspection. The first article or product demonstration model shall be inspected in accordance with the provisions of this Performance-based Contract Requirements and evaluated for overall appearance and palatability. Any failure to conform to the performance requirements or any appearance or palatability failure shall be cause for rejection.

(2) Conformance inspection. Conformance inspection shall include the product examination and the methods of inspection cited in this section.

B. Product examination. The finished product shall be examined for compliance with the performance requirements specified in Section C of this Performance-based Contract Requirements utilizing the sampling plans indicated in ANSI/ASQC Z1.4 - 1993. The lot size shall be expressed in pouches. The sample unit shall be the contents of one pouch. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 1.5 for major defects and 6.5 for minor defects. Defects and defect classifications are listed in Table II.

SECTION E CONTINUED

TABLE II. Product defects 1/ 2/ 3/

Category		Defect
Major	Minor	
		Appearance
101		Evidence of excessive heating (materially darkened or scorched)
	201	Not flat or not intact
	202	No evidence of docker holes
	203	Exterior surface not a light tan to medium tan color
	204	Interior crumb not a paler color than the snack bread surface
		Odor and flavor
102		Not a slightly sweet, mild wheat flavor
103		Odor not of wheat snack bread
		Texture
	205	Not moist
	206	Not short or biscuit-like crumb
		Size
	207	Dimensions not as specified
		Weight
	208	Net weight of an individual pouch less than 2.0 ounces
		Other
104		Pouch does not contain one intact packet of oxygen scavenger

SECTION E CONTINUED

1/ The presence of foreign material for example, dirt, insect parts, hair, wood, glass, metal, or mold shall be cause for rejection of the lot.

2/ The presence of any foreign odors and flavors such as, but not limited to burnt, scorched, rancid, sour, or stale shall be cause for rejection of the lot.

3/ Finished product not equal to or better than the approved first article, when applicable, or other approved model in palatability and overall appearance shall be cause for rejection of the lot.

C. Methods of inspection.

(1) Shelf life. Redefined in May 1999.

(2) Water activity testing. Eight filled and sealed pouches of product shall be selected at random form the lot regardless of lot size. Water activity (Aw) shall be determined not less than 4 days but not more than 14 days after baking to allow moisture equilibration in the product. The pouched product shall be individually tested for water activity in accordance with the Official Methods of Analysis of the AOAC method 978.18, using an electric hygrometer system self temperature controlled at 25°C or an equivalent instrument. The sample unit shall be a specimen from the center of the bread. The results of each Aw determination shall be reported to the nearest 0.01. Any result failing to conform to the requirement in C-2,I. shall be cause for rejection of the lot.

SECTION E CONTINUED

(3) Oxygen content testing. Eight filled and sealed pouches shall be randomly selected from each lot and individually tested for oxygen content in accordance with any USDA approved test method. Testing shall be accomplished after the filled and sealed pouches have been allowed to equilibrate at room temperature for not less than 48 hours from the time of sealing. Results shall be reported to the nearest 0.01 percent. Any result failing to conform to the requirement in C-2,I. shall be cause for rejection of the lot.

(4) Nutrient content. The sample to be analyzed shall be a composite of the product from eight filled and sealed pouches which have been selected at random from the lot. The composited sample shall be prepared and analyzed for protein, fat, and calcium content in accordance with the following methods of the Official Methods of Analysis of AOAC International:

Test	Method Number
Protein	945.42, 943.02
Fat	920.85
Calcium	944.03

Test results shall be reported to the nearest 0.1 percent for protein and fat and to the nearest milligram for calcium. Any result not conforming to the requirements specified in C-2,J. of this Performance-based Contract Requirements shall be cause for rejection of the lot.

ECTION J REFERENCE DOCUMENTS

DPSC FORM

DPSC FORM 3556 Marking Instructions for Shipping Cases, Sacks and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence, May 96

FEDERAL SPECIFICATION

A-A-3174, Commercial Item Description Plastic Sheet, Polyolefin GSA

A-A-1898, Cushioning Material, Cellulosic, Packaging

FEDERAL STANDARD

FED-STD-595 - Colors Used in Government Procurement

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY CONTROL

ANSI/ASQCZ1.4-1993 - Sampling Procedures and Tables for Inspection by Attributes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

B 479 - Specification for Annealed Aluminum Foil For Flexible Barrier, Food Contact, and Other Applications ASTM B 479-00, May/August 2000.

D 1238 - Flow Rates of Thermoplastics by Extrusion Plastometer. ASTM D 1238-00, January 2001

D 1505 - Density of Plastics by Density Gradient Technique. ASTM D 1505-98, February 1999

D 1974 - Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, March 1999.

D 5118 - Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/D5118M-95, November 1995.

F 88 - Seal Strength of Flexible Barrier Materials. ASTM F 88-00, July 2000

AOAC INTERNATIONAL

Official Methods of Analysis of the AOAC International

CHANGES TO THE QAPs

February 3, 1999

Page 5/12, defect 107 (and its footnotes) deleted from Table I.

Delete: "107 Presence of stress cracks in the Aluminum foil 6/ 7/"

Page 6/12, delete: "6/ Applicable to form-fill-seal pouches only."
Page 7/12, delete: "7/ To examine for stress cracks, the inside surface of both tray-shaped bodies.....ten or more pinholes per pouch shall be evidence of material degradation."

21 May 1999

Page 10/12, defect 105 added to Table II

"105 Presence of stress cracks in the Aluminum foil 4/ 5/"

" footnote 4 added

"4/ Applicable to form-fill-seal pouches only"

" footnote 5 added

*5/ To examine for stress cracks, the inside surface of both tray-shaped bodies shall be placed over a light source and the outside surface observed for the passage of light. Observation of light through the pouch material in the form of a curved or straight line greater than 2mm in length shall be evidence of the presence of stress cracks. Observation of light through the pouch material in the form of a curved or straight-line 2mm in length or smaller or of a single pinpoint shall be considered a pinhole. Observation of ten or more pinholes per pouch shall be evidence of material degradation.

Page 10/12, under C, Methods of Inspection. shelf life redefined

Delete: "Compliance with shelf life shall be determined by.....shall provide a certificate of conformance."

Replace with: "(1) Shelf life. The Contractor shall provide a certificate of conformance that the product has a 3 year shelf life when stored at 80°F. Government verification may include storage for 6 months at 100°F or 36 months at 80°F. Upon completion of either storage period, the product will be subjected to a sensory panel for appearance and palatability and must receive an overall score of 5 or higher based on a 9 point hedonic scale to be considered acceptable."

SECTION C

This document covers shelf stable cakes and brownies packaged in a flexible pouch for use by the Department of Defense as a component of operational rations.

C-1 ITEM DESCRIPTION

PCR-C-007A, CAKES AND BROWNIES, SHELF STABLE

Types and Flavors.

Type I - Cakes, shelf stable

Flavor 1 - Vanilla pound cake
Flavor 2 - Lemon pound cake
Flavor 3 - Orange pound cake
Flavor 4 - Pineapple pound cake
Flavor 5 - Chocolate mint pound cake with chocolate drops
Flavor 6 - Lemon poppy seed pound cake
Flavor 7 - Spice pound cake
Flavor 8 - Almond poppy seed pound cake
Flavor 9 - Pumpkin pound cake

Type II - Brownies, shelf stable

Flavor 1 - Fudge brownie with chocolate drops

Packages.

Package A - Meal, Cold Weather (MCW)
Package B - Food Packet, Long Range Patrol (LRP)
Package C - Meal, Ready-to-Eat (MRE)

C-2 PERFORMANCE REQUIREMENTS

A. Product standard. A sample shall be subjected to first article or product demonstration model inspection as applicable, in accordance with the tests and inspections of Section E of this Performance-based Contract Requirements document.

B. Shelf life. The packaged food shall meet the minimum shelf life requirement of 36 months at 80°F.

C. Appearance.

(1) General. The product shall be intact. The product shall show no signs of excessive heating (materially darkened or scorched). The product surface may have slightly browned edges. The product shall have a uniform cell (crumb) structure. The product shall be free from foreign materials.

(2) Type I.

a. Flavor 1 cake shall have a light tan surface and a pale, off-white crumb.

b. Flavor 2 cake shall have a light golden surface and a yellow crumb.

c. Flavor 3 cake shall have a medium orange surface and a light orange crumb.

d. Flavor 4 cake shall have a light golden tan surface and a pale yellow crumb.

e. Flavor 5 cake shall have a dark brown surface and crumb and shall have chocolate drops distributed throughout.

f. Flavor 6 cake shall have a light golden surface and a yellow crumb with poppy seeds.

g. Flavor 7 cake shall have a medium beige surface and a light beige crumb and may have flecks of spices.

h. Flavor 8 cake shall have a golden brown surface and a medium golden brown crumb with poppy seeds.

i. Flavor 9 cake shall have a golden brown surface and a golden brown crumb.

(3) Type II. Flavor 1 brownie shall have a very dark brown surface and crumb and shall have chocolate drops distributed throughout.

D. Odor and flavor.

(1) Foreign. The packaged food shall be free from foreign odors and flavors.

(2) Type I.

a. Flavor 1 cake shall have a sweet vanilla odor and flavor.

b. Flavor 2 cake shall have a sweet, mild lemon odor and flavor.

c. Flavor 3 cake shall have a sweet, mild orange odor and flavor.

d. Flavor 4 cake shall have a sweet, mild pineapple odor and flavor.

e. Flavor 5 cake shall have a semi-sweet chocolate and mild mint odor and flavor.

f. Flavor 6 cake shall have a sweet, mild lemon and poppy seed odor and flavor.

g. Flavor 7 cake shall have a sweet spice odor and flavor.

h. Flavor 8 cake shall have a sweet almond and poppy seed odor and flavor.

i. Flavor 9 cake shall have a sweet pumpkin spice odor and flavor.

(3) Type II. Flavor 1 brownie shall have a sweet, slightly bitter chocolate odor and flavor.

E. Texture.

(1) Type I.

a. Flavor 1, flavor 2, flavor 3, flavor 4, flavor 7 or flavor 9 cake shall have a dense, firm, tender, moist, fine grain crumb texture.

b. Flavor 5 cake shall have a dense, firm, tender, moist, fine grain crumb texture with chocolate drops.

c. Flavor 6 and flavor 8 cakes shall have a dense, firm, tender, moist, fine grain crumb with slightly crunchy poppy seeds.

(2) Type II. Flavor 1 brownie shall have a very dense, firm, moist texture with chocolate drops.

F. Size. The product dimensions shall be not greater than 4 3/4 inches long and 3 1/4 inches wide.

G. Weight.

(1) Type I. The average net weight of type I cake shall be not less than 2.5 ounces. No individual pouch shall have a net weight of less than 2.25 ounces.

(2) Type II. The average net weight of type II brownie shall be not less than 3.0 ounces. No individual pouch shall have a net weight of less than 2.6 ounces.

H. Palatability and overall appearance. The finished product shall be equal to or better than the approved product standard in palatability and overall appearance.

I. Analytical requirements.

(1) Fat content. The fat content for type I - cakes and type II - brownies shall be not less than 18.0 percent.

(2) Moisture content. The moisture content for type I - cakes shall be not less than 13.0 percent. The moisture content for type II - brownies shall be not less than 15.0 percent.

(3) Water activity (Aw). The water activity of the packaged product shall be not greater than 0.850.

(4) Oxygen content. The oxygen content of the filled and sealed pouch shall not exceed 0.30 percent.

C-3 MISCELLANEOUS INFORMATION

THE FOLLOWING IS INFORMATION ONLY TO PROVIDE THE BENEFIT OF PAST GOVERNMENT EXPERIENCE. THIS IS NOT A MANDATORY CONTRACT REQUIREMENT.

A. Product ingredients/formulation. Ingredients and formulation percentages for cakes flavor 1 through 6 and brownies may be as follows:

	Cake Flavors						Brownies
Ingredient	1	2	3	4	5	6	1
Flour, cake	24.12	24.06	23.98	24.00	16.33	23.58	13.79
Sugar, granulated	27.69	27.65	27.65	27.65	24.91	27.10	24.25
Starch, instant, granular	1.00	1.00	1.00	1.00	1.00	0.98	1.00
Maltodextrin	2.50	2.50	2.50	2.50	2.50	2.45	---
Salt	0.34	0.34	0.34	0.34	0.30	0.33	0.28
Baking powder	0.15	0.15	0.15	0.15	0.13	0.14	---
Xanthan gum	0.03	0.03	0.03	0.03	0.03	0.03	0.11
Guar gum	0.03	0.03	0.03	0.03	0.03	0.03	0.11
Potassium sorbate	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Shortening, high ratio	16.25	16.25	16.25	16.25	13.73	15.93	---
Eggs	17.28	17.28	17.28	17.28	15.57	16.93	11.26
Water	6.91	6.91	6.91	6.91	6.23	6.77	13.57
Glycerol	3.46	3.46	3.46	3.46	3.12	3.39	2.13
Cocoa	---	---	---	---	6.00	---	---
Flavoring, cream	0.04	0.04	0.04	0.04	0.04	0.04	---
Flavoring, vanilla, double strength	0.15	0.11	0.11	0.11	0.10	0.11	---
Flavoring, vanilla, single strength	---	---	---	---	---	---	0.94
Lemon oil	---	0.05	---	---	---	0.05	---
Orange oil	---	---	0.07	---	---	---	---
Flavoring, pineapple	---	---	---	0.07	---	---	---
Flavoring, chocolate mint	---	---	---	---	0.30	---	---
Chocolate drops	---	---	---	---	9.90	---	10.79
Yellow lake dispersion	---	0.02	---	0.01	---	0.02	---
Orange lake dispersion	---	---	0.08	---	---	---	---
Citric acid, anhydrous	---	0.07	0.07	0.12	---	0.07	---
Cocoa	---	---	---	---	---	---	6.46
Shortening, vegetable	---	---	---	---	---	---	15.02
Emulsifier	---	---	---	---	---	---	0.12
Sodium steroyl-2-lactylate	---	---	---	---	---	---	0.12
Poppy seeds	---	---	---	---	---	2.00	---

B. Ingredients for flavor 7 cake may be as follows:

Sugar, bleached enriched flour (bleached flour, reduced iron, niacin, thiamine mononitrate, riboflavin, folic acid), vegetable shortening (emulsified, partially hydrogenated soybean oil and/or cottonseed oil, mono and diglycerides), water, glycerol, maltodextrin, may contain 2% or less of: food starch-modified, salt, baking powder (sodium acid pyrophosphate, sodium bicarbonate, corn starch, monocalcium phosphate), potassium

sorbate (a mold inhibitor), xanthan gum, guar gum, egg whites, artificial flavor, cinnamon, allspice, ginger.

C. Ingredients for flavor 8 cake may be as follows:

Sugar, bleached and enriched flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin folic acid), whole eggs, vegetable shortening (partially hydrogenated soybean and cottonseed oils with mono and diglycerides), water, glycerol, egg whites, maltodextrin. Contains 2% or less of the following: Poppy seeds, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), xanthan gum, guar gum, potassium sorbate, natural and artificial flavors, caramel color.

D. Ingredients for flavor 9 cake may be as follows:

Sugar, bleached and enriched flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), whole eggs, vegetable shortening (partially hydrogenated soybean and cottonseed oils with mono and diglycerides), pumpkin, water, glycerol, egg whites, maltodextrin. Contains 2% or less of the following: modified food starch, salt, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), xanthan gum, guar gum, potassium sorbate, natural and artificial flavors, spice.

SECTION D

D-1 PACKAGING

A. Packaging. One unit of product and one oxygen scavenger packet shall be packed in a preformed or form-fill-seal barrier pouch as described below.

(1) Preformed pouches.

a. Pouch material. The preformed pouch shall be fabricated from 0.002 inch thick ionomer or polyethylene film laminated or extrusion coated to 0.00035 inch thick aluminum foil which is then laminated to 0.0005 inch thick polyester. The three plies shall be laminated with the polyester on the exterior of the pouch. All tolerances for thickness of pouch material shall be plus or minus 20 percent. The material shall show no evidence of delamination, degradation, or foreign odor when heat sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart an odor or flavor to the product. For package A (MCW), the complete exterior surface of the pouch shall be colored white overall with a color in the range of 37778 through 37886 of FED-STD-595, Colors Used in Government Procurement. For package B (LRP) and package C (MRE) the complete exterior surface of the pouch shall be uniformly colored in the range of 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of FED-STD-595.

b. Pouch construction. The pouch shall be a flat style preformed pouch having maximum inside dimensions of 5-1/2 inches wide by 6-3/4 inches long. The pouch shall be made by heat sealing three edges with 3/8 inch (-1/8 inch, +3/16 inch) wide seals. The heat seals shall be made in a manner that will assure hermetic seals. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6, A.,(4),a. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A.,(4),c. A tear notch shall be made in one or both side seals to facilitate opening of the filled and sealed pouch. A 1/8 inch wide lip may be incorporated at the open end of the pouch to facilitate opening and filling of the pouch.

c. Pouch filling and sealing. One unit of product and one oxygen scavenger packet shall be inserted into the pouch. The filled pouch shall be sealed. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The average seal strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,A.,(4),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A.,(4),c.

(2) Horizontal form-fill-seal pouches.

a. Pouch material. The horizontal form-fill-seal pouch shall consist of a formed tray-shaped body with a flat sheet, heat sealable cover or a tray-shaped body with a tray-shaped heat sealable cover. The tray-shaped body and the tray-shaped cover shall be fabricated from a 3-ply flexible laminate barrier material consisting of, from outside to inside, 0.0009 inch thick oriented polypropylene bonded to 0.0007 inch thick aluminum foil with 10 pounds per ream pigmented polyethylene or adhesive and bonding the opposite side of the aluminum foil to 0.003 inch thick ionomer or a blend of not less than 50 percent linear low density polyethylene and polyethylene. The linear low density polyethylene portion of the blend shall be the copolymer of ethylene and octene-1 having a melt index range of 0.8 to 1.2 g/10 minutes in accordance with ASTM D 1238, Flow Rates of Thermoplastics by Extrusion Plastometer and a density range of 0.918 to 0.922 g/cc in accordance with ASTM D 1505, Density of Plastics by Density Gradient Technique. Alternatively, 0.0005 inch thick polyester may be used in place of the oriented polypropylene as the outer ply of the laminate. The flat sheet cover shall be made of the same 3-ply laminate as specified for the tray shaped body except the aluminum foil thickness may be 0.00035 inch. All tolerances for thickness of pouch materials shall be plus or minus 20 percent. The color requirements of the exterior (oriented polypropylene or polyester side) of the laminate shall be as specified in D-1,A.,(1),a. The material shall show no evidence of delamination, degradation, or foreign odor when heat sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart any odor or flavor to the product.

b. Pouch construction. The tray-shaped body and the tray-shaped cover shall be formed by drawing the flexible laminate material into an appropriately shaped cavity. The flat cover shall be in the form of a flat sheet of the barrier material taken from roll stock. One unit of product and one oxygen scavenger packet shall be placed into the tray-shaped body of the pouch. The filled pouch body shall be hermetically sealed. Pouch closure shall be effected by heat sealing together the cover and body along the entire pouch perimeter. The closure seal width shall be a minimum of 1/8 inch. The closure seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-6,A.,(4),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-6,A.,(4),c. The maximum outside dimensions of the sealed pouch shall be 6 inches wide by 6 inches long. A tear notch, or serrations shall be provided on one or more edges of the pouch to facilitate opening of the filled and sealed pouch. The sealed pouch shall not show any evidence of material degradation, aluminum stress cracking, delamination or foreign odor. Heat seals shall be free of entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects.

(3) Oxygen scavenger packet. The oxygen scavenger (absorber) shall be constructed of materials that are safe for direct and indirect food contact, and shall be suitable for use with edible products. The oxygen scavenger (absorber) shall be in compliance with all applicable FDA and USDA regulations.

D-2 LABELING

A. Pouches. Each pouch shall be clearly printed or stamped, in a manner that does not conceal or impair visual examination of heat seals or damage the pouch, with permanent black ink or other, dark, contrasting color which is free of carcinogenic elements. Pre-printed information, information printed prior to sealing or information printed by non-contact type printing equipment may be located anywhere on the pouch (in one complete print). Information printed subsequent to sealing by contact type printing equipment may be located anywhere on the pouch, except the closure seal area. The label shall contain the following information:

(1) Product name (letters not less than 1/8 high).
(2) Date. 1/
(3) Net Weight.
(4) Contractor's name and address.
(5) "Nutrition Facts" label in accordance with the Nutrition Labeling and Education Act (NLEA) and all applicable FDA/USDA regulations.

1/ Each pouch shall have the date of pack noted by using a four digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, 16 October 2001 would be coded as 1289 The Julian day code shall represent the day the product was packaged into the pouch.

D-3 PACKING

A. Packing for shipment to ration assembler. Not more than 40 pounds of pouched product shall be packed in a fiberboard shipping container constructed in accordance with style RSC-L, class domestic, variety SW, grade 200 of ASTM D 5118, Standard Practice for Fabrication of Fiberboard Shipping Boxes. Each container shall be securely closed in accordance with ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers.

D-4 MARKING

A. Shipping containers. Shipping containers shall be marked in accordance with DPSC Form 3556, Marking Instructions for Shipping Cases, Sacks and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence.

SECTION E INSPECTION AND ACCEPTANCE

The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are required. When required, the manufacturer shall provide the certificate(s) of conformance to the appropriate inspection activity. Certificate(s) of conformance not provided shall be cause for rejection of the lot.

A. Definitions.

(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using,

maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

B. Classification of inspections. The inspection requirements specified herein are classified as follows:

(1) Product standard inspection. The first article or product demonstration model shall be inspected in accordance with the provisions of this document and evaluated for overall appearance and palatability. Any failure to conform to the performance requirements or any appearance or palatability failure, shall be cause for rejection of the lot. The approved first article or product demonstration model shall be used as the product standard for periodic review evaluations. All food components that are inspected by the USDA shall be subject to periodic review sampling and evaluation. The USDA shall select sample units during production of contracts and submit them to the following address for evaluation:

US Army Soldier & Biological Chemical Command
Soldiers System Ctr., Natick Soldier Center
Attn: AMSSB-RCF-F(N)
15 Kansas Street
Natick, MA 01760-5018

One lot shall be randomly selected during each calendar month of production. Six (6) sample units of each item produced shall be randomly selected from that one production lot. The six (6) sample units shall be shipped to Natick within five working days from the end of the production month and upon completion of all USDA inspection requirements. The sample units will be evaluated for the characteristics of appearance, odor, flavor, texture and overall quality.

(2) Conformance inspection. Conformance inspection shall include the product examination and the methods of inspection cited in this section.

E-5 QUALITY ASSURANCE PROVISIONS (PRODUCT)

A. Product examination. The finished product shall be examined for compliance with the performance requirements specified in Section C of this Performance-based Contract Requirements document utilizing the double sampling plans indicated in ANSI/ASQC Z1.4 - 1993. The lot size shall be expressed in pouches. The sample unit shall be the contents of one pouch. The inspection level shall be S-3 and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 1.5 for major defects and 4.0 for minor defects. Defects and defect classifications are listed in table I.

TABLE I. Product defects 1/ 2/

Category		Defect
Major	Minor	
		General
101		Cake not type or flavor specified.
102		Evidence of excessive heating (materially darkened or scorched).

103		Pouch does not contain one intact oxygen scavenger packet.
	201	Net weight of any individual type I cake less than 2.25 ounces. 3/
	202	Net weight of any individual type II brownie less than 2.6 ounces. 4/

TABLE I. Product defects 1/ 2/ cont'd

Category		Defect
Major	Minor	
	203	Dimensions of cake or brownie not as specified.
	204	Not an intact cake or brownie.
	205	Evidence of dense crumb compression streaks.
		Type I, Flavor 1
104		Odor or flavor not a sweet vanilla.
	206	Not a light tan surface and not a pale off-white crumb.
	207	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 2
105		Odor or flavor not a sweet, mild lemon.
	208	Not a light golden surface and not a yellow crumb.
	209	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 3
106		Odor or flavor not a sweet, mild orange.
	210	Not a medium orange surface and not a light orange crumb.
	211	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 4
107		Odor or flavor not a sweet, mild pineapple.
	212	Not a light tan surface and not a pale yellow crumb.
	213	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 5
108		Odor or flavor not a semi-sweet chocolate with mild mint.
	214	Not a dark brown surface and crumb with chocolate drops distributed throughout.
	215	Not dense, firm, tender, moist, fine, with chocolate drops.

		Type I, Flavor 6
109		Odor or flavor not a sweet mild lemon and poppy seed.
	216	Not a light golden surface and not a yellow crumb with poppy seeds throughout.

TABLE I. Product defects 1/ 2/ cont'd

Category		Defect
Major	Minor	
	217	Not dense, firm, tender, moist, fine grain crumb with slightly crunchy poppy seeds.
		Type I, Flavor 7
110		Odor or flavor not a sweet, spice.
	218	Not a medium beige surface and not a light beige crumb.
	219	Not dense, firm, tender, moist, and fine.
		Type I, Flavor 8
111		Odor or flavor not a sweet almond and poppy seed.
	220	Not a golden brown surface and not a medium golden brown crumb with poppy seeds.
	221	Not dense, firm, tender, moist, fine grain crumb with slightly crunchy poppy seeds.
		Type I, Flavor 9
112		Odor or flavor not a sweet pumpkin spice.
	222	Not a golden brown surface and not a golden brown crumb.
	223	Not dense, firm, tender, moist, and fine.
		Type II, Flavor 1
113		Brownie odor or flavor not a sweet, slightly bitter chocolate.
	224	Brownie not a very dark brown surface and crumb with chocolate drops distributed throughout.
	225	Brownie not very dense, firm, moist with chocolate drops.

1/ Presence of any foreign materials such as, but not limited to dirt, insect parts, hair, glass, wood, or metal, or foreign odors or flavors such as, but not limited to burnt, scorched, rancid, sour, stale, musty or moldy shall be cause for rejection of the lot.

2/ Finished product not equal to or better than the approved product standard in palatability and overall appearance shall be cause for rejection of the lot.

3/ Sample average net weight less than 2.5 ounces shall be cause for rejection of the lot.

4/ Sample average net weight less than 3.0 ounces shall be cause for rejection of the lot.

B. Methods of inspection.

(1) Shelf life. The contractor shall provide a certificate of conformance that the product has a 3 year shelf life when stored at 80°F. Government verification may include storage for 6 months at 100°F or 36 months at 80°F. Upon completion of either storage period, the product will be subjected to a sensory evaluation panel for appearance and palatability and must receive an overall score of 5 or higher based on a 9 point hedonic scale to be considered acceptable.

(2) Net weight. The net weight shall be determined by weighing each sample unit on a suitable scale tared with a representative empty pouch and an oxygen scavenger packet. Results shall be reported to the nearest 0.1 ounce.

(3) Analytical. Eight filled and sealed pouches shall be randomly selected from one production lot and prepared and analyzed in accordance with the latest edition of the Official Methods of Analysis of AOAC International (OMA). Test results shall be reported to the nearest 0.1 percent. Verification will be conducted through actual testing by a Government laboratory. Any individual pouch not conforming to the analytical requirements shall be cause for rejection of the lot.

(4) Water activity testing. Eight filled and sealed pouches shall be randomly selected from one production lot and tested for water activity in accordance with the latest edition of the Official Methods of Analysis of AOAC International (OMA), using an electric hygrometer system self temperature controlled (at 25°C) or an equivalent instrument. Water activity shall be determined not less than 4 days but not more than 14 days after baking to allow moisture equilibration in the product. The sample unit shall be a specimen from the center of the product. Test results shall be reported to the nearest 0.01 Aw. Verification will be conducted through actual testing by a Government laboratory. Any individual result not conforming to the water activity requirement shall be cause for rejection of the lot.

(5) Oxygen content testing. Eight filled and sealed pouches shall be randomly selected from one production lot and individually tested for oxygen content in accordance with any USDA approved test method. Testing shall be accomplished after the filled and sealed pouches have been allowed to equilibrate at room temperature for not less than 48 hours from the time of sealing. Test results shall be reported to the nearest 0.01 percent. Verification will be conducted through actual testing by a Government laboratory. Any individual result not conforming to the oxygen content requirement shall be cause for rejection of the lot.

E-6 QUALITY ASSURANCE PROVISIONS (PACKAGING AND PACKING MATERIALS)

A. Packaging.

(1) Pouch material certification. Material listed below may be accepted on the basis of a contractor's certification of conformance to the indicated requirements. In addition, compliance to the requirements for inside pouch dimensions and dimensions of manufacturer's seals may be verified by certificate of conformance.

Requirement	Requirement paragraph	Test procedure
Thickness of films for laminated material	D-1,A,(1),a and D-1,A,(2),a	As specified in ASTM D 2103
Aluminum foil thickness	D-1,A,(1),a and D-1,A,(2),a	As specified in ASTM B 479 2/

Laminated material identification and construction	D-1,A,(1),a and D-1,A,(2),a	Laboratory evaluation
Color of laminated material	D-1,A,(1),a and D-1,A,(2),a	Visual evaluation by FED-STD-595 3/

1/ ASTM D 2103 Specification for Polyethylene Film and Sheeting.

2/ ASTM-B-479 Specification for Annealed Aluminum Foil For Flexible Barrier Application.

3/ FED-STD-595 Colors Used in Government Procurement.

(2) Unfilled preformed pouch certification. A certification of conformance may be accepted as evidence that unfilled pouches conform to the requirements specified in D-1,A.,(1),a. and b. When deemed necessary by the USDA, testing of the unfilled preformed pouches for seal strength shall be as specified in E-6,A.,(4),a.

(3) Filled and sealed pouch examination. The filled and sealed pouches shall be examined for the defects listed in table II. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be I and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 0.65 for major defects and 2.5 for minor defects.

TABLE II. Filled and sealed pouch defects 1/

Category		Defect
Major	Minor	
101		Tear, hole, or open seal.
102		Seal width less than 1/16 inch. 2/
103		Presence of delamination. 3/
104		Unclean pouch. 4/
105		Pouch has foreign odor.
106		Any impression or design on the heat seal surfaces which conceals or impairs visual detection of seal defects. 5/
107		Not packaged as specified.
108		Presence of stress cracks in the aluminum foil. 6/ 7/
	201	Label missing, incorrect, or illegible.
	202	Tear notch or serrations missing or does not facilitate opening.
	203	Seal width less than 1/8 inch but greater than 1/16 inch.
	204	Presence of delamination. 3/

1/ Any evidence of rodent or insect infestation shall be cause for rejection of the lot.

2/ The effective closure seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, from side seal to side seal that produces a hermetically sealed pouch.

3/ Delamination defect classification:

Major - Delamination of the outer ply in the pouch seal area that can be propagated to expose aluminum foil at the food product edge of the pouch after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise- counterclockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the pouch material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernible resistance to the gentle lifting, the delamination shall be classified as a major defect. Additionally, spot delamination of the outer ply in the body of the pouch that is able to be propagated beyond its initial borders is also a major defect. To determine if the laminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent marking pen. Open the pouch and remove the contents. Cut the pouch transversely not closer than 1/4 inch (±1/16 inch) from the delaminated area. The pouch shall be flexed in the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be classified as a major defect.

Minor - Minor delamination of the outer ply in the pouch seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor outer ply delamination in the pouch seal area or isolated spots of delamination in the body of the pouch that do not propagate when flexed as described above shall be classified as minor defects.

4/ Outer packaging shall be free from foreign matter which is unwholesome, has the potential to cause pouch damage (for example, glass, metal filings) or generally detracts from the clean appearance of the pouch. The following examples shall not be classified as defects for unclean:

a. Foreign matter which presents no health hazard or potential pouch damage and which can be readily removed by gently shaking the package or by gently brushing the pouch with a clean dry cloth.

b. Dried product which affects less than 1/8 of the total surface area of one pouch face (localized and aggregate).

c. Water spots.

5/ If doubt exists as to whether or not the sealing equipment leaves an impression or design on the closure seal surface that could conceal or impair visual detection of seal defects, samples shall be furnished to the contracting officer for a determination as to acceptability.

6/ Applicable to form-fill-seal pouches only.

7/ The initial examination shall be a visual examination of the closed package. Any suspected visual evidence of stress cracks in the aluminum foil (streaks, breaks, or other disruptions in the laminated film) shall be verified by the following physical examination. To examine for stress cracks, the inside surface of both tray-shaped bodies shall be placed over a light source and the outside surface observed for the passage of light. Observation of light through the pouch material in the form of a curved or straight line greater than 2 mm in length shall be evidence of the presence of stress cracks.

Observation of light through the pouch material in the form of a curved or straight line 2 mm in length or smaller or of a single pinpoint shall be considered a pinhole. Observation of ten or more pinholes per pouch shall be evidence of material degradation.

(4) Seal testing. The pouch seals shall be tested for seal strength as required in a, b, or c, as applicable.

a. Unfilled preformed pouch seal testing. The seals of the unfilled preformed pouch shall be tested for seal strength in accordance with ASTM F 88 - Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. Three adjacent specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the three specimens cut from that side. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause rejection of the lot.

b. Pouch closure seal testing. The closure seals of the pouches shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. For the closure seal on preformed pouches, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. For form-fill-seal pouches, three adjacent specimens shall be cut from each side and each end of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer's seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table II, footnote 2/) shall be considered a test failure and shall be cause for rejection of the lot.

B. Packing.

(1) Shipping container and marking examination. The filled and sealed shipping containers shall be examined for the defects listed in table III below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

TABLE III. Shipping container and marking defects

Category		Defect
Major	Minor	

101	Marking omitted, incorrect, illegible, or improper size, location sequence or method of application.
102	Inadequate workmanship. 1/
201	More than 40 pounds of product.

1/ Inadequate workmanship is defined as, but not limited to, incomplete closure of container flaps, loose strapping, inadequate stapling, improper taping, or bulged or distorted container.

SECTION J REFERENCE DOCUMENTS

DSCP FORMS

DPSC FORM 3556 Marking Instructions for Shipping Cases, Sacks and Palletized/ Containerized Loads of Perishable and Semiperishable Subsistence

FEDERAL STANDARD

FED-STD-595 Colors Used in Government Procurement

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY (ASQ)

ANSI/ASQCZ1.4-1993 Sampling Procedures and Tables for Inspection by Attributes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

B 479	Specification for Annealed Aluminum Foil For Flexible Barrier Application
D 1238	Flow Rates of Thermoplastics by Extrusion Plastometer
D 1505	Density of Plastics by Density Gradient Technique
D 1974	Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers
D 2103	Specification for Polyethylene Film and Sheeting
D 5118	Standard Practice for Fabrication of Fiberboard Shipping Boxes
F 88	Seal Strength of Flexible Barrier Materials

AOAC INTERNATIONAL Official Methods of Analysis of the AOAC International

C-1 NSN/ITEM DESCRIPTION

PCR-W-001 WHEAT SNACK BREAD, FORTIFIED, PACKAGED IN A FLEXIBLE POUCH, SHELF STABLE

Each component is consumed by combat personnel under worldwide environmental extremes as part of an operational ration, and is a source of nutritional intake. It is essential that this item be produced in accordance with good commercial practice to attain high standards of appearance, odor, flavor, and texture so that high levels of troop acceptance are achieved.

C-2 PERFORMANCE REQUIREMENTS

A. Production standard. A sample shall be subjected to first article or product demonstration model inspection as applicable, in accordance with the tests and inspections of Section E of this Performance-based Contract Requirements.

B. Shelf life. The packaged, fortified, wheat snack bread shall meet the minimum shelf life requirement of 36 months at 80°F.

C. Appearance.

(1) The fortified, wheat snack bread shall be flat and shall be intact. The surface shall have docker holes and may be slightly uneven. The color shall be light tan to medium tan. The interior crumb shall be a paler color than the surface.

(2) General. The fortified, wheat snack bread shall be from enriched wheat flour and shall be fortified with calcium. The product shall show no evidence of excessive heating (materially darkened or scorched). The packaged food shall be free from foreign materials such as but not limited to dirt, insect parts, hair, wood, glass, metal, or mold.

D. Odor and flavor.

(1) General. The fortified, wheat snack bread shall have a slightly sweet, mild wheat flavor and may have a slight leavening aftertaste. The odor shall be characteristic of wheat bread.

(2) Foreign. The packaged, fortified, wheat snack bread shall be free from foreign odors and flavors such as, but not limited to, burnt, scorched, rancid, sour, stale, musty, or moldy.

E. Texture. The fortified, wheat snack bread shall be moist and shall have a short and biscuit-like crumb.

F. Size. The fortified, wheat snack bread dimensions shall be not greater than 4-1/2 inches long and 4 inches wide and not greater than 1/2 inch in depth at any single point.

G. Weight.

(1) Net weight. The net weight shall be not less than 2.0 ounces.

H. Palatability. The finished product shall be equal to or better than the approved first article when applicable, or other approved model, in palatability and overall appearance.

SECTION C CONTINUED

I. Analytical requirements.

(1) Water activity. The water activity (Aw) value shall be not greater than 0.85.

(2) Oxygen content. The oxygen content shall not exceed 0.30 percent.

J. Nutrient content.

(1) Protein content. The protein content shall be not less than 5.0 percent.

(2) Fat content. The fat content shall be not greater than 12.0 percent.

(3) Calcium content. The calcium content shall be not less than 175 milligrams (mg.) and not greater than 225 milligrams.

C-3 MISCELLANEOUS INFORMATION

THE FOLLOWING LIST OF INGREDIENTS IS PROVIDED FOR INFORMATION ONLY AND IS NOT A MANDATORY CONTRACT REQUIREMENT.

A. Ingredients. Enriched bleached flour (wheat flour, malted barley flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), water, partially hydrogenated soybean and/or cottonseed oils, glycerol, sugar, salt, xanthan gum, gum arabic, extracts of malted barley and corn, wheat starch, silicon dioxide, hydroxylated lecithin, soy flour, calcium sulfate, enzymes, sodium stearoyl lactylate, leavening (sodium bicarbonate, sodium aluminum phosphate), sorbic acid, corn syrup, hydrated monoglycerides, polysorbate 60 (processing aid), acetic and propionic acids, yeast, wheat bran. Other ingredients common to the baking industry may be used.

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION D

D-1 PACKAGING

A. Packaging. The fortified, wheat snack bread shall be packed in a preformed or form-fill seal barrier pouch as described below.

(1) Preformed pouches

a. Pouch material. The preformed pouches shall be fabricated from 0.002 inch thick ionomer or polyethylene film laminated or extrusion coated to 0.00035 inch thick aluminum foil which is then laminated to 0.0005 inch thick polyester. The three plies shall be laminated with the polyester on the exterior of the pouch. All tolerances for thickness of pouch materials shall be plus or minus 20 percent. The pouch color shall conform to number 20219, 30219, 30227, 30279, 30313, 30324, or 30450 of FED-STD-595, Colors. The material shall show no evidence of delamination, degradation, or foreign odor when heat sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart an odor or flavor to the product.

b. Pouch construction. The pouch shall be a flat style, preformed pouch having maximum inside dimensions of 5-1/2 inches wide by 6-3/4 inches long (± 1/8 inch in each dimension). The pouch shall be made by heating sealing three edges with 3/8 inch (-1/8 inch, +3/16 inch) wide seals. The heat seals shall be made in a manner that will assure hermetic seals. The side and bottom seals shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A.,(3),a. Alternatively, the pouch shall exhibit no rupture or seal separation greater than 1/16 inch when tested for internal pressure resistance as specified in E-5,A.,(3),c. A tear nick or tear notch shall be made in one or both side seals to facilitate easy opening of the filled and sealed pouch. A 1/8 inch (+1/16 inch) wide lip may be incorporated at the open end of the pouch to facilitate opening and filling of the pouch.

c. Pouch filling and sealing. One unit of baked, fortified wheat snack bread and one oxygen scavenger packet shall be inserted into the pouch. The filled pouch shall be sealed. The closure seal shall be free of foldover wrinkles or entrapped matter that reduces the effective closure seal width to less than 1/16 inch. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects. The average seal strength shall be not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A.,(3),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A.,(3),c.

(2) Horizontal form-fill-seal pouches

a. Pouch material The horizontal form-fill-seal pouch shall consist of a formed tray-shaped body with a flat sheet, heat sealable cover or a tray-shaped body with a tray-shaped heat sealable cover. The tray-shaped body and the tray-shaped cover shall be fabricated from a 3-ply flexible laminate barrier material consisting of, from outside to inside, 0.0009 inch thick oriented polypropylene bonded to 0.0007 inch thick aluminum foil with 10

SECTION D CONTINUED

pounds per ream pigmented polyethylene or adhesive and bonding the opposite side of the aluminum foil to 0.003 inch thick ionomer or a blend of not less than 50 percent linear low density polyethylene and polyethylene. The linear low density polyethylene portion of the blend shall be the copolymer of ethylene and octene-1 having a melt index range of 0.8 to 1.2 g/10 minutes in accordance with ASTM D 1238, Flow Rates of Thermoplastics by Extrusion Plastometer and a density range of 0.918 to 0.922 g/cc in accordance with ASTM D 1505, Density of Plastics by Density Gradient Technique. Alternatively, 0.0005 inch thick polyester may be used in place of the oriented polypropylene as the outer ply of the laminate. The flat sheet cover shall be made of the same 3-ply laminate as specified for the tray shaped body except the aluminum foil thickness may be 0.00035 inch. All tolerances for thickness of pouch materials shall be plus or minus 20 percent. The color requirements of the exterior (oriented polypropylene or polyester side) of the laminate shall be as specified in D-1,A.,(1),a. The material shall show no evidence of delamination, degradation, or foreign odor when heat sealed or fabricated into pouches. The material shall be suitably formulated for food packaging and shall not impart any odor or flavor to the product.

b. Pouch construction. The tray-shaped body and the tray-shaped cover shall be formed by drawing the flexible laminate material into an appropriately shaped cavity. The flat cover shall be in the form of a flat sheet of the barrier material taken from roll stock. One unit of baked, fortified wheat snack bread and one oxygen scavenger packet shall be placed into the tray-shaped body of the pouch. The filled pouch body shall be hermetically sealed. Pouch closure shall be effected by heat sealing together the cover and body along the entire pouch perimeter. The closure seal width shall be a minimum of 1/8 inch. The closure seal shall have an average seal strength of not less than 6 pounds per inch of width and no individual specimen shall have a seal strength of less than 5 pounds per inch of width when tested as specified in E-5,A.,(3),b. Alternatively, the filled and sealed pouch shall exhibit no rupture or seal separation greater than 1/16 inch or seal separation that reduces the effective closure seal width to less than 1/16 inch when tested for internal pressure resistance as specified in E-5,A.,(3),c. The maximum outside dimensions of the sealed pouch shall be 6 inches wide by 6 inches long. The closure seal width shall be a minimum of 1/8 inch. A tear nick, a tear notch, or serrations shall be provided on one outside edge or two opposite outside edges of the pouch to facilitate easy opening of the filled and sealed pouch. The sealed pouch shall not show any evidence of material degradation, aluminum stress cracking, delamination or foreign odor. Heat seals shall be free of occluded matter. Seals shall be free of impression or design on the seal surface that would conceal or impair visual detection of seal defects.

(3) Oxygen scavenger packet. The oxygen scavenger (absorber) shall be constructed of materials that are safe for direct and indirect food contact, and shall be suitable for use with edible products. The oxygen scavenger (absorber) shall be in compliance with all applicable FDA and USDA regulations.

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION D CONTINUED

D-2 LABELING

A. Pouches. Each pouch shall be clearly printed or stamped, in a manner that does not damage the pouch, with permanent black ink or other, dark, contrasting color which is free of carcinogenic elements or ingredients. The information shall be located on the body of the pouch not closer than 1/16 inch to any seal. If a non-contact type printer is used, the information may be located anywhere on the pouch (in one complete print), except the closure seal area. The label shall contain the following information:

(a) Product name (letters not less than 1/8 to 7/16 inch block letters)
(b) Date 1/
(c) Net Weight
(d) Contractor's name and address
(e) "Nutrition Facts" label in accordance with the Nutrition Labeling and Education Act (NLEA) and all applicable FDA/USDA regulations.

1/ Each pouch shall have the date of pack noted by using a four digit code beginning with the final digit of the current year followed by the three digit Julian day code. For example, July 1, 1997 would be coded as 7182. The Julian day code shall represent the day the product was packaged into the pouch.

D-3 PACKING

A. Packing for shipment to ration assembler. Not more than 40 pounds of pouched product shall be packed flat in layers in a fiberboard shipping container constructed in accordance with style RSC-L, class domestic, variety SW, grade 200 of ASTM D 5118, Standard Practice for Fabrication of Fiberboard Shipping Boxes. Cushioning material not less than 1/8 inch thick, conforming to grade II, class B or C of FED A-A-1898, Cushioning Material, Cellulosic, Packaging, shall be placed between each of the layers and in the bottom and top of the box to minimize movement of the individual packages. Each container shall be securely closed in accordance with ASTM D 1974, Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers.

D-4 MARKING

A. Shipping containers. Shipping containers shall be marked in accordance with DPSC Form 3556, Marking Instructions for Shipping cases, Sacks and Palletized/containerized Loads of Perishable and Semiperishable Subsistence.

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E INSPECTION AND ACCEPTANCE

Definitions.

(1) Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.

(2) Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

(3) Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

E-5 PACKAGING AND PACKING MATERIALS

Quality Assurance Provisions

The following quality assurance criteria, utilizing ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspection by Attributes, are required.

A. Packaging.

(1) Pouch material certification. Material listed below may be accepted on the basis of a contractor's certification of conformance to the indicated requirements. In addition, compliance to the requirements for inside pouch dimensions and dimensions of manufacturer's seals may be verified by certificate of conformance.

Requirement	Requirement paragraph	Test procedure
Thickness of films for laminated material	D-1,A.(1)a. and D-1,A.(2)a.	As specified in L-P-378 1/ except that a machinists' micrometer may be used provided that its graduations and accuracy conform to the requirements of L-P-378
Aluminum foil thickness	D-1,A.(1) a. and D-1,A.(2)a.	As specified in ASTM B, 479 2/
Laminated material identification and construction	D-1,A.(1)a. and D-1,A.(2)a.	Laboratory evaluation
Color of laminated material	D-1,A.(1)a. and D-1,A.(2)a.	Visual evaluation

1/ FED L-P-378 Plastic Sheet and Strip, Thin Gauge, Polyolefin

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E CONTINUED

2/ ASTM B 479 Specification for Annealed Aluminum Foil For Flexible Barrier Application

(2) Filled and sealed pouch examination. The filled and sealed pouches shall be examined for the defects listed in table I. The lot size shall be expressed in pouches. The sample unit shall be one pouch. The inspection level shall be I and the acceptable quality level (AQL), expressed in terms of defects per hundred units, shall be 0.65 for major defects and 4.0 for minor defects.

TABLE I. Filled and sealed pouch defects 1/

Category		Defect
Major	Minor	
101		Tear, hole, or open seal
102		Seal width less than 1/16 inch 2/
103		Presence of delamination 3/
104		Unclean pouch 4/
105		Pouch has foreign odor
106		Any impression or design on the heat seal surfaces which conceals or impairs visual detection of seal defects 5/
*		
	201	Label smudges, is missing, incorrect, or illegible
	202	Tear nick, notch, or serrations missing or does not facilitate easy opening
	203	Seal width less than 1/8 inch, but greater than 1/16 inch
	204	Presence of delamination 3/

1/ Any evidence of rodent or insect infestation shall be cause for rejection of the lot.

2/ The effective closure seal is defined as any uncontaminated, fusion bonded, continuous path, minimum 1/16 inch wide, from side seal to side seal that produces a hermetically sealed pouch.

3/ Delamination defect classification:

QUALITY ASSURANCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E CONTINUED

Major - Delamination of the outer ply in the pouch seal area that can be propagated to expose aluminum foil at the food product edge of the pouch after manual flexing of the delaminated area. To flex, the delaminated area shall be held between the thumb and forefinger of each hand with both thumbs and forefingers touching each other. The delaminated area shall then be rapidly flexed 10 times by rotating both hands in alternating clockwise-counterclockwise directions. Care shall be exercised when flexing delaminated areas near the tear notches to avoid tearing the pouch material. After flexing, the separated outer ply shall be grasped between thumb and forefinger and gently lifted toward the food product edge of the seal or if the separated area is too small to be held between thumb and forefinger, a number two stylus shall be inserted into the delaminated area and a gentle lifting force applied against the outer ply. If separation of the outer ply can be made to extend to the product edge of the seal with no discernible resistance to the gentle lifting, the delamination shall be classified as a major defect. Additionally, spot delamination of the outer ply in the body of the pouch that is able to be propagated beyond its initial borders is also a major defect. To determine if the laminated area is a defect, use the following procedure: Mark the outside edges of the delaminated area using a bold permanent marking pen. Open the pouch and remove the contents. Cut the pouch transversely not closer than 1/4 inch (± 1/16 inch) from the delaminated area. The pouch shall be flexed in the area in question using the procedure described above. Any propagation of the delaminated area, as evidenced by the delaminated area exceeding the limits of the outlined borders, shall be classified as a major defect.

Minor - Minor delamination of the outer ply in the pouch seal area is acceptable and shall not be classified as a minor defect unless it extends to within 1/16 inch of the food product edge of the seal. All other minor outer ply delamination in the pouch seal area or isolated spots of delamination in the body of the pouch that do not propagate when flexed as described above shall be classified as minor defects.

4/ Outer packaging shall be free from foreign matter which is unwholesome, has the potential to cause pouch damage (for example, glass, metal filings) or generally detracts from the clean appearance of the pouch. The following examples shall not be classified as defects for unclean:

a. Foreign matter which presents no health hazard or potential pouch damage and which can be readily removed by gently shaking the package or by gently brushing the pouch with a clean dry cloth.

b. Dried product which affects less than 1/8 of the total surface area of one pouch face (localized and aggregate).

c. Water spots.

5/ If doubt exists as to whether or not the sealing equipment leaves an impression or design on the closure seal surface that could conceal or impair

visual detection of seal defects, samples shall be furnished to the contracting officer for a determination as to acceptability.

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QUALITY ASSURANCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E CONTINUED

*

(3) Seal testing. The pouch seals shall be tested for seal strength as required in (3)a, b, or c as applicable.

a. Unfilled preformed pouch seal testing. The seals of the unfilled preformed pouch shall be tested for seal strength in accordance with ASTM F 88 - Seal Strength of Flexible Barrier Materials. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. Three adjacent specimens shall be cut from each of the three sealed sides of each pouch in the sample. The average seal strength of any side shall be calculated by averaging the three specimens cut from that side. Any average seal strength of less than 5 pounds per inch of width shall be cause rejection of the lot.

b. Pouch closure seal testing. The closure seals of the pouches shall be tested for seal strength in accordance with ASTM F 88. The lot size shall be expressed in pouches. The sample size shall be the number of pouches indicated by inspection level S-1. For the closure seal on preformed bags, three adjacent specimens shall be cut from the closure seal of each pouch in the sample. For the form-fill-seal pouches, three adjacent specimens shall be cut from each side and each end of each pouch in the sample. The average seal strength of any side, end or closure shall be calculated by averaging the three specimens cut from that side, end or closure. Any average seal strength of less than 6 pounds per inch of width or any test specimen with a seal strength of less than 5 pounds per inch of width shall be cause for rejection of the lot.

c. Internal pressure test. The internal pressure resistance shall be determined by pressurizing the pouches while they are restrained between two rigid plates. The sample size shall be the number of pouches indicated by inspection level S-1. If a three seal tester (one that pressurizes the pouch through an open end) is used, the closure seal shall be cut off for testing the side and bottom seals of the pouch. For testing the closure seal, the bottom seal shall be cut off. The pouches shall be emptied prior to testing. If a four-seal tester (designed to pressurize filled pouches by use of a hypodermic needle through the pouch wall) is used, all four seals can be tested simultaneously. The distance between rigid restraining plates on the four-seal tester shall be equal to the thickness of the product +1/16 inch. Pressure shall be applied at the approximate uniform rate of 1 pound per square inch gage (psig) per second until 14 psig pressure is reached. The 14 psig pressure shall be held constant for 30 seconds and then released. The pouches shall then be examined for separation or yield of the heat seals. Any rupture of the pouch or evidence of seal separation greater than 1/16 inch in the pouch manufacturer’s seal shall be considered a test failure. Any seal separation that reduces the effective closure seal width to less than 1/16 inch (see table I,

footnote 2/) shall be considered a test failure. Any test failure shall be cause for rejection of the lot.

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E CONTINUED

B. Packing.

(1) Shipping container examination. The filled and sealed shipping containers shall be examined for the defects listed below. The lot size shall be expressed in shipping containers. The sample unit shall be one shipping container fully packed. The inspection level shall be S-3 and the AQL, expressed in terms of defects per hundred units, shall be 4.0 for major defects and 10.0 for total defects.

Major:	National stock number, item description, contract number, name and address of producer, or date of pack missing, incorrect or illegible
	Container not properly closed
	Components missing, damaged, or not as specified
Minor:	Other required markings missing, incorrect, or illegible
	More than 40 pounds of product

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E CONTINUED

E-6 QUALITY ASSURANCE PROVISIONS (PRODUCT)

A. Classification of inspections. The inspection requirements specified herein are classified as follows:

(1) Production standard inspection. The first article or product demonstration model shall be inspected in accordance with the provisions of this Performance-based Contract Requirements and evaluated for overall appearance and palatability. Any failure to conform to the performance requirements or any appearance or palatability failure shall be cause for rejection.

(2) Conformance inspection. Conformance inspection shall include the product examination and the methods of inspection cited in this section.

B. Product examination. The finished product shall be examined for compliance with the performance requirements specified in Section C of this Performance-based Contract Requirements utilizing the sampling plans indicated in ANSI/ASQC Z1.4 - 1993. The lot size shall be expressed in pouches. The sample unit shall be the contents of one pouch. The inspection level shall be S-2 and the AQL, expressed in terms of defects per hundred units, shall be 1.5 for major defects and 6.5 for minor defects. Defects and defect classifications are listed in Table II.

TABLE II. Product defects 1/ 2/ 3/

Category		Defect
Major	Minor	
		Appearance
101		Evidence of excessive heating (materially darkened or scorched)
	201	Not flat or not intact
	202	No evidence of docker holes
	203	Exterior surface not a light tan to medium tan color
	204	Interior crumb not a paler color than the snack bread surface
		Odor and flavor
102		Not a slightly sweet, mild wheat flavor
103		Odor not of wheat snack bread

		Texture
	205	Not moist
	206	Not short or biscuit-like crumb

QUALITY ASSURANCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION E CONTINUED

TABLE II. Product defects 1/ 2/ 3/ (cont'd)

Category		Defect
Major	Minor	
		Size
	207	Dimensions not as specified
		Weight
	208	Net weight of an individual pouch less than 2.0 ounces
		Other
104		Pouch does not contain one intact packet of oxygen scavenger
105		Presence of stress cracks in the aluminum foil 4/ 5/

1/ The presence of foreign material for example, dirt, insect parts, hair, wood, glass, metal, or mold shall be cause for rejection of the lot.

2/ The presence of any foreign odors and flavors such as, but not limited to burnt, scorched, rancid, sour, or stale shall be cause for rejection of the lot.

3/ Finished product not equal to or better than the approved first article, when applicable, or other approved model in palatability and overall appearance shall be cause for rejection of the lot.

4/ Applicable to form-fill pouches only.

5/ To examine for stress cracks, the inside surface of both tray-shaped bodies shall be placed over a light source and the outside surface observed for the passage of light. Observation of light through the pouch material in the form of a curved or straight line greater than 2mm in length shall be evidence of the presence of stress cracks. Observation of light through the pouch material in the form of a curved or straight line 2mm in length or smaller or of a single pinpoint shall be considered a pinhole. Observation of ten or more pinholes per pouch shall be evidence of material degradation.

C. Methods of inspection.

* (1) Shelf life. The contractor shall provide a certificate of conformance that the product has a 3 year shelf life when stored at 80°F. Government verification may include storage for 6 months at 100°F or 36 months at 80°F. Upon completion of either storage period, the product will be subjected to a sensory evaluation panel for appearance and palatability and

must receive an overall score of 5 or higher based on a 9 point hedonic scale to be considered acceptable.

(2) Water activity testing. Eight filled and sealed pouches of product shall be selected at random form the lot regardless of lot size. Water activity (Aw) shall be determined not less than 4 days but not more than 14 days after baking to allow moisture equilibration in the product. The pouched product shall be individually tested for water activity in accordance with the Official Methods of Analysis of the AOAC method 978.18, using an electric hygrometer system self temperature controlled at 25°C or an equivalent instrument. The sample unit shall be a specimen from the center of the bread. The results of each Aw determination shall be reported to the nearest 0.01. Any result failing to conform to the requirement in C-2,I. shall be cause for rejection of the lot.

(3) Oxygen content testing. Eight filled and sealed pouches shall be randomly selected from each lot and individually tested for oxygen content in accordance with any USDA approved test method. Testing shall be accomplished after the filled and sealed pouches have been allowed to equilibrate at room temperature for not less than 48 hours from the time of sealing. Results shall be reported to the nearest 0.01 percent. Any result failing to conform to the requirement in C-2,I. shall be cause for rejection of the lot.

(4) Nutrient content. The sample to be analyzed shall be a composite of the product from eight filled and sealed pouches which have been selected at random from the lot. The composited sample shall be prepared and analyzed for protein, fat, and calcium content in accordance with the following methods of the Official Methods of Analysis of AOAC International:

Test	Method Number
Protein	945.42, 943.02
Fat	920.85
Calcium	944.03

Test results shall be reported to the nearest 0.1 percent for protein and fat and to the nearest milligram for calcium. Any result not conforming to the requirements specified in C-2,J. of this Performance-based Contract Requirements shall be cause for rejection of the lot.

QUALITY ASSURENCE PROVISIONS AND PACKAGING REQUIREMENTS FOR PCR-W-001

SECTION J REFERENCE DOCUMENTS

DPSC FORM

DPSC FORM 3556 Marking Instructions for Shipping Cases, Sacks and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence, May 96

FEDERAL SPECIFICATION

L-P-378 - Plastic Sheet and Strip, Thin Gauge, Polyolefin

A-A-1898, Cushioning Material, Cellulosic, Packaging

FEDERAL STANDARD

FED-STD-595 - Colors Used in Government Procurement

NON-GOVERNMENTAL STANDARDS

AMERICAN SOCIETY FOR QUALITY CONTROL

ANSI/ASQCZ1.4-1993 - Sampling Procedures and Tables for Inspection by Attributes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

B 479 - Specification for Annealed Aluminum Foil For Flexible Barrier Application

D 1238 - Flow Rates of Thermoplastics by Extrusion Plastometer

D 1505 - Density of Plastics by Density Gradient Technique

D 1974 - Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers

D 5118 - Standard Practice for Fabrication of Fiberboard Shipping Boxes

F 88 - Seal Strength of Flexible Barrier Materials

AOAC INTERNATIONAL

Official Methods of Analysis of the AOAC International